AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 1, 2022, 10:30 AM

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

   Pastor Jennifer Pugh, Outbreak Christian Ministries

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

   October 25, 2022

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

   Request of the National Square Dance Convention for a waiver of the Noise Ordinance at Cathedral Square on November 18, 2022, 7:00 p.m. - 9:00 p.m. (District 2).

   Request of Pam Shreve for a waiver of the Noise Ordinance at 906 Garrity Street on September 2, 2023, from 6:30 p.m. - 12:00 p.m. (District 3).

   Request of David LeGros for a waiver of the Noise Ordinance at 3556 Halls Mill Road on November 5, 2022, from 6:00 p.m. - 11:00 p.m. (District 4).

   Request of Ronald Tarvin for a waiver of the Noise Ordinance at 558 Felhorn Road on November 5, 2022, from 2:00 p.m. - 5:00 p.m. (District 7).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 2408 Hart Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1413 Chinquapin Street a public nuisance and order it demolished (District 2).

Public hearing to fix costs for demolition of the structure at 1337 Congress Street; $2,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 1481 John H. Campbell, Sr. Way $4,450.00 (District 2).

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Tram the Town, LLC to operate a tram service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Don Foster - Litter and signs that need to be removed around the city.

Timothy Hollis - 1. Support needed for arts & entertainment and 2. Plead for support to reinstate junior college football.

Harry Teaford - Will present audit findings regarding tourism and the cruise industry in Mobile.

Beverly Cooper - Establish Stand Up Mobile's position and request community meetings & input regarding annexation.

David Richey - Ask the Council to support citizens voting on annexation.

12. ORDINANCES HELD OVER

01-043 Ordinance to define the City of Mobile "Central Business District" (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-727 Declare the structure at 423 Mohawk Street a public nuisance and order it demolished/secured (sponsored by Councilmember Daves).

14. CIP RESOLUTIONS HELD OVER

23-946 Accept right-of-way deed needed for Halls Mill Rd. and Demetropolis Rd. Intersection Improvement Project (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

15. RESOLUTIONS HELD OVER

07-947 Approve the issuance of multi-family housing revenue bonds by Capital Trust Authority; not to exceed $438,231,000.00 (sponsored by Councilmember Jones).

08-948 Approve purchase order to University of South Alabama for Fall 2022 EMT Certification Course; $50,000.00; MFRD (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-949 Approve purchase order to Carrier Corp. for replacement chiller at Mobile Museum of Art; $231,693.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-950 Approve purchase order to Syn-Tech Systems, Inc. for upgrade to 13 fueling stations; $130,306.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-951 Approve purchase order to CDW Government, LLC for computer network monitoring equipment and software license; $130,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-952 Approve purchase order to Truck Equipment Sales, Inc. for lift truck for Traffic Engineering Dept.; $168,510.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-953 Reallocate funds from the Capital Project MPO Dauphin Street to Grant Fund MPO Dauphin Street; $74,662.30 (sponsored by Councilmembers Penn, Daves, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-954 Authorize contract with CELLCO Partnership, d/b/a Verizon Wireless, for wireless telephone services and equipment; not to exceed $300,000.00 per year (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Dept.).

21-955 Authorize contract with RGLG, Inc., d/b/a ServiceMaster Services, for janitorial services at various City of Mobile facilities; $263,232.00 per year ($789,696.00 3-year total) sponsored by Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

60-956 Authorize Settlement Agreement and Release of Claims; Aikens (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ORDINANCES BEING INTRODUCED

11-047 Ordinance to adopt a building code for the City of Mobile (sponsored by Mayor Stimpson (submitted by Shayla Beaco, Build Mobile).

19-048 Ordinance to adopt an electrical code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

22-049 Ordinance to adopt a fire code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

28-050 Ordinance to adopt a housing code for the City of Mobile (sponsored by

Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

28-051 Ordinance to adopt an existing building code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

28-052 Ordinance to establish a schedule of permit fees for the City of Mobile building codes (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-053 Ordinance to adopt a fuel gas code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-054 Ordinance to adopt a mechanical code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

45-055 Ordinance to adopt a plumbing code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-056 Ordinance to amend Chapter 52, Article I of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

65-057 Ordinance to adopt a residential code for the City of Mobile (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

17. CONSENT RESOLUTIONS BEING INTRODUCED

09-961 Transfer funds from District 1 Discretionary Account to Parks & Recreation Dept. Revenue Account for rental fees at Figures Community Center; $1,650.00 (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

09-962 Transfer funds from District 2 Discretionary Funds to Parks & Recreation Dept. Revenue Account for rental fees for James Seals Community Center; $450.00 (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

37-963 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Shiso Restaurant; 6945 Airport Boulevard (sponsored by Councilmember Jones).

40-964 Correct Resolutions 40-666 and 40-667 as ordered demolished (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

40-965 Declare the structure at 2408 Hart Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-966 Declare the structure at 1413 Chinquapin Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-967 Fix costs for demolition of the structure at 1337 Congress Street; $2,700.00 (sponsored by Councilmember Carroll).

40-968 Fix costs for demolition of the structure at 1481 John H. Campbell, Sr. Way; $4,450.00 (sponsored by Councilmember Carroll).

60-969 Determine appropriations to The Child Advocacy Center, Inc. serve a public purpose and approve payment (sponsored by Councilmembers Reynolds and Gregory) (submitted by Rebecca Christian, Accounting Dept.).

18. RESOLUTIONS BEING INTRODUCED

08-970 Approve purchase order to Target Solutions Learning, Inc. for annual renewal of vector solutions online learning management system training software; $52,343.98 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-971 Approve purchase order to Precision Delta Corp. for 375 cases of Winchester 9MM ammunition for MPD; $80,463.75 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-972 Approve purchase order to Arcadis US, Inc. for vehicle detection equipment and installation at 8 intersections; $459,414.18 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-973 Authorize contract with Micor, Inc., d/b/a MDS Construction, Inc., for phase 4 improvements at Spanish Plaza; $36,323.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-974 Authorize contract with BFI Waste Services, LLC, d/b/a Republic Services of Mobile for garbage compactor rental and service for three years; NTE $300,000.00 (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-975 Authorize contract with Osprey Initiative, LLC for Citywide stormwater litter collection and analysis services; $500,000.00 (sponsored by City Council and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-976 Authorize contract with Protecvideo, LLC for professional services in the deployment and management of technical, technology and consulting services; 3 year contract NTE $200,000.00 (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Director).

21-977 Authorize contract with UAV Survey, LLC for professional services in the deployment and management of technical, technology and consulting services; 3 year contract NTE $200,000.00 (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Director).

37-978 Approve a Certificate of Public Convenience and Necessity to Tram the Town, LLC to operate a tram service (submitted by Lisa C. Lambert, City Clerk).

60-979 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022 - 12:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022 - 11:47 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Square Dance	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 11:08 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Eunice Galloway 72nd National Square Dance Convention
PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-467-6686 Cell Number: 205-542-0070

Organization (if applicable) _____

Mailing Address of Applicant 377 Virginia Dr Trussville AL 35173

Telephone No. 205-542-0070 E-mail address Galloway.eunice@gmail.com

Location or address of event where amplification will be used:

Cathedral Square Mobile

Date of Event: Nov 18, 2022 Starting Time: 7:00pm Ending Time 9:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Promote dancing for national Convention in Mobile June 2023

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK DEPARTMENT
2022 OCT 26 AM 10:44

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Lisa C. Lambert, City Clerk

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
Shreve	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 2:05 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise In Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Pam Shreve
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-375-6541

Organization (if applicable) Shreve + Hopton-Jones Wedding

Mailing Address of Applicant 6140 Timberly Rd N Mobile, AL 36609

Telephone No. 251-375-6541 E-mail address pshreve03@gmail.com

Location or address of event where amplification will be used:
906 Garrity St Mobile, AL 36605

Date of Event: 9/2/23 Starting Time: 6:30pm Ending Time 12:00pm

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
LeGros	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 11:22 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: David LeGros
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-422-0993 Cell Number: 251-422-0993

Organization (if applicable) _____

Mailing Address of Applicant 209 Marine St, Mobile, AL 36604

Telephone No. _____ E-mail address dave.f.legros@gmail.com

Location or address of event where amplification will be used:
3556 Halls Mill Rd, Mobile, AL 36693

Date of Event: 11/05/2022 Starting Time: 6 PM Ending Time 11 PM

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

Type of Event: Private event - birthday party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Tarvin	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 2:08 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: Ronald C. Tarvin
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-342-3134 Cell Number: 251 391-5280 best #

Organization (if applicable) N/A

Mailing Address of Applicant 6410 Felhorn Road N.

Telephone No. 251-391-5280 E-mail address Ronald Tarvin @ gmail.com

Location or address of event where amplification will be used:
538 Felhorn Road - Hillsdale Community Center

Date of Event: 11/5/22 Starting Time: 2PM Ending Time 5PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: fun day - memorial

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022 - 12:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 12:22 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 12:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 12:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 3:30 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Tram the Town,LLC for a Certificate of Public Convenience and Necessity to operate tram service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-931 **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: OCT 19 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TRAM SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Tram the Town, LLC to operate a Tram 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 1, 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, Scott Tindle individually or on behalf of Tram the Town, 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:

Tram the Town, LLC

Business Address:

Telephone: 251-610-7263 Trade Name

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ 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 _____ 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)
Scott Tindle	owner	603 Church St.	50%
Jim Walters	owner	602 Church St	50%

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
None				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: Various

What will be your days and hours of operation? Various

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Universal Studios Trsm	Year: 1962	Model:
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Trcm the Town in blue and yellow

CITY CLERK DEPARTMENT

2022 OCT -6 PM 2:39

(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: Scott Tindle

Date of Birth: 09/15/1981 Secu:

Present Addre:

Home Phone Number: 251-610-7263 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: self employed

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

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

9/29/22
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.

Applicant's Signature

NAME OF ENTITY:

From the Town

By: Scott Tindle
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	TINDLE, SCOTT LEDELL	**Nick Name:**	
Address:			
Phone:	251-610-7263		
Race:	W - WHITE	**DOB:**	9/15/1981
Sex:	M	**Age:**	41
Weight:	185	**Eyes:**	BROWN
Height:	6'00"	**Facial:**	
Hair:	BROWN	**Ethnic:**	
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**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: 9/26/2022

THE CITY OF MOBILE, ALABAMA
Est. 1814
With Respect for Everyone
POLICE DEPARTMENT
RECORDS UNIT

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030253-0014 DONNA B. 09/26/2022 02:57PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 474545

10.00

Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: SCOTT TINDLE

Thank you for your payment

CUSTOMER COPY

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WALKER, JAMES DARRELL		
Addres		**Nick Name:**	
Phone:	[redacted]		
Race:	W - WHITE	**DOB:**	7/11/1965
Sex:	M	**Age:**	57
Weight:	285	**Eyes:**	HAZEL
Height:	6'03"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State:	**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: [signature]

DATE: 9/26/2022

MOBILE POLICE DEPARTMENT RECORDS UNIT

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030253-0013 DONNA B. 09/26/2022 02:54PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 474531

	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: JAMES WALKER



Thank you for your payment

CUSTOMER COPY

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, October 20, 2022 9:49 AM
To: Jackie Cruthirds
Subject: Tram the Town - Notice

Good morning Jackie, please publish the following in your next publication. Thank you! Lana

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TRAM SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Tram the Town, LLC to operate a Tram 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 1, 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Foster	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 11:40 AM

CITY CLERK DEPARTMENT

2022 OCT 20 PM 3:41

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: Don Foster Date: 10/20/22

Address: 900 Hillcrest Rd Ste B1 36695

Phone: 251.510.5925 Email Donfoster@bhhscooper.com

Date to Address City Council: 11/1/22

Subject (must be completed): Litter over the City and all the signs not being taken down.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hollis	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 11:45 AM

CITY CLERK DEPARTMENT

2022 OCT 26 PM 2:48

ADDRESSING THE CITY COUNCIL

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Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy Hollis Date: 10/26/22

Address: 1924 Seale St 36617

Phone: 251.298.7393 Email thollis0701@bishop.edu

Date to Address City Council: 11/1/22

Subject (must be completed): ① Plea for our City to get behind Art and Entertainment to help bring in the tourist. Will be giving a presentation.
② Plea for elected officials help to create motions to get Junior College football reinstated.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Teaford	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 11:53 AM

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: Harry Teaford Date: 10-13-22

Address: 7 N. Bayou St.

Phone: (305) 587-1244 Email

Date to Address City Council: NOV. 8, 2022

Subject (must be completed): Will present audit findings regarding tourism and the Cruise industry in Mobile.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cooper	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 11:55 AM

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: Beverly Cooper Date: 10/27/22

Address: 1208 Palmetto St.

Phone: (251) 421-5072 Email

Date to Address City Council: 11/1/22

Subject (must be completed): Annexation: & wants to establish Stand up Mobile's on annexation and community meetings for public input.

Specific Questions:

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Richey	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 2:03 PM

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: David A. Richey Date: October 27, 2022

Address: 2346 Chapel Hill Drive Mobile, Alabama 36695

Phone: (251) 423-5189 Email: bishopdarich@gmail.com

Date to Address City Council: November 1, 2022

Subject (must complete): Annexation, ask the Council to support citizens voting on annexation.

Specific Questions:

Signature: David A. Richey

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Chris Arledge, Council Attorney

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
ordinance	Cover Memo	9/8/2022
REVISED ordinance	Cover Memo	9/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 1:32 PM

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

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Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Joel Daves - District 5

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

Amount of Contract:
N/A

Effective Date of Contract:
8/30/2022

Renewal Date of Contract:
8/30/2022

Funding Source

Project # 423 Mohawk Street - ME-019-22 **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
packet	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/25/2022 - 2:14 PM

MUNICIPAL ENFORCEMENT DIVISION
August 22, 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, August 30, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **423 MOHAWK STREET** OWNED BY OR MAY HAVE AN INTEREST: **TENEKIA & MARLON HILL,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 09 29 1 004 018
COUNCIL DISTRICT 5 – JOEL DAVES
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

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 **423 MOHAWK STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **423 MOHAWK STREET** described as:

LOT 28 BLK 6 GOVT ST EXT DBK 156 P 419 #419 #sec 29 T45 R1W #MP29 09 29 1 004

Parcel Number: 29 09 29 1 004 018

Last Assessed to: TENEKIA & MARLON HILL

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished/secured*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

423 MOHAWK STREET

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	N
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	N
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	DATE	Comments	

Property Score			
Score	~~51~~ 75	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-21-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/07/2022

Property Address: 423 Mohawk Street **District No:** 5

- [X] 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- [X] 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- [ ] 3. Structures or components thereof that have reached their limit state.
- [X] 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- [X] 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- [X] 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- [X] 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- [X] 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- [X] 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- [ ] 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- [X] 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- [X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Tenekia & Marlon Hill
P. O. Box 88102
San Francisco, California 94188

July 8, 2022

RE: **423 Mohawk Street**
Project Number: ME-019-22

Dear Tenekia & Marlon Hill:

On July 7, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 423 Mohawk Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 28 BLK 6 GOVT ST EXT DBK 156 P 419 #419 #sec 29 T45 R1W #MP29 09 29 1 004

Parcel Number: 29 09 29 1 004 018

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for tis use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **August 22, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 22, 2022,** provide the Code Official with a work plan to accomplish the repairs by **August 22, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **August 22, 2022,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on August 30, 2022, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

NOTE: An Owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

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Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator


08 22 2022


08.22.2022


08 . 22 . 2022


08 . 22 . 2022


08 . 22 . 2022


08.22.2022


08 . 22 . 2022


08 . 22 . 2022

Affidavit of Mailed Notice

Date: August 30, 2022

State of Alabama
County of Mobile

Subject Property – 423 Mohawk Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 423 Mohawk Date: July 5, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 7/5/2022

Per the Title Report, the owners are: Tenekia & Marlon Hill – Fee Simple Owners

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tenekia & Marlon Hill PO Box 880182 San Francisco CA 94188	510-556-1875
2	Tenekia Hill 150 Van Ness Ave Apt 914 San Francisco CA 94102-5277	
3	Tenekia Hill 202117 Holleman Cir N Mobile AL 36618-1451	
4	Marlon Hill 2288 Miramar Ave Apt 27 San Leandro CA 94578-1152	

TAX STATUS: Current

Lis Pendens

Lis Pendens – Filed by the City of Mobile vs Tenekia Hill and Marlon Hill, dated 2/22/2022 and recorded on 2/24/2022 Instrument number 2022013876

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:
Jennifer White, Traffic Engineering

Sponsored by:
Councilmember Ben Reynolds
Mayor William S Stimpson

Purpose and Scope of Project:
ROW Acquisition for the addition of turn lanes and signalization of the intersection of Halls Mill Road and Demetropolis Road

Amount of Contract:
$19,074.00

Effective Date of Contract:
11/3/2022

Funding Source

Project # Halls Mill Rd and Demetropolis Rd Intersection Improvement 2020-2060-01

Discretionary Funds

Project String 2000 20002000 48040

Contract Number:4117(14686.98) , 4118 (4387.02)

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Cover Memo	10/20/2022
Agreement	Cover Memo	10/20/2022
Capital Summary Sheet	Cover Memo	10/20/2022
Revised Resolution	Cover Memo	10/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	White, Jennifer	Approved	10/20/2022 - 1:13 PM
Capital	Rhodes, Brenda	Approved	10/20/2022 - 2:36 PM
Legal	Kern, Chris	Approved	10/20/2022 - 2:43 PM
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:45 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Right-of-Way Deed, as needed for the Halls Mill Road and Demetropolis Road Intersection Improvement Project No. 2020-2006-01.

1. Right-of-Way Deed for Public Road from CREP XVIII Land LLC, an Alabama limited liability company and CREP XXII Land LLC, an Alabama limited liability company, for the amount of Nineteen Thousand, Seventy Four Dollars ($19,074.00)

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Director of Traffic Engineering of the City of Mobile.

Adopted:

_____

City Clerk

RIGHT-OF-WAY DEED FOR PUBLIC ROAD

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **CREP XVIII LAND LLC**, an Alabama limited liability company, as to a 77% tenant-in-common interest, and **CREP XXII LAND LLC**, an Alabama limited liability company, as to a 23% tenant-in-common interest, collectively, the Grantors, in and for the consideration of Nineteen Thousand, Seventy Four Dollars ($19,074.00) in hand paid by the **City of Mobile, A Municipal Corporation**, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantors' property, the undersigned Grantors, do hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, it successors and assigns, a right of way hereinafter described, over and across the lands of the undersigned for a public road, and full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

SEE "EXHIBIT A" ATTACHED HEREIN
AS SHOWN ON "EXHIBIT B"

The property is conveyed subject to all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance, or repair of said road.

AND except as to the above, the Grantors, for themselves, their successors and assigns, hereby covenant with the Grantee, its successors and assigns, that they are seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that they do hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, CREP XVIII LAND LLC, an Alabama limited liability company, has caused these presents to be executed by Paul C. Jost, as its President, who is duly authorized in the premises on this 3rd day of February, 2022.

CREP XVIII LAND LLC, an Alabama limited liability company

By: CRE Management, Inc., a Virginia corporation
Its: Manager

By: _____
Name: Paul C. Jost
Title: President

STATE OF Florida)
COUNTY OF Palm Beach

I, the undersigned, a Notary Public in and for said County in said, hereby certify that Paul C. Jost whose name as President of **CREP XVIII LAND LLC,** an Alabama limited liability company, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as President, and with full authority, executed the same voluntarily for and as the act of said LLC, on the day the same bears date.

Given under my hand and official seal this the 3rd day of February, 2022.

_____

HAYLEY FASHODA
Notary Public - State of Florida
Commission # HH 150755
My Comm. Expires Feb 14, 2023

Notary Public, State of Florida

My Commission Expires: Feb. 14, 2023

IN WITNESS WHEREOF, CREP XXII LAND LLC, an Alabama limited liability company, has caused these presents to be executed by Paul C. Jost, as its President, who is duly authorized in the premises on this 3rd day of February, 2022.

CREP XXII LAND LLC, an Alabama limited liability company

By: CRE Management, Inc., a Virginia corporation
Its: Manager

By: Paul C Jost
Name: Paul C. Jost
Title: President

STATE OF Florida)
COUNTY OF Palm Beach

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul C. Jost, as President, of the **CREP XXII LAND LLC**, an Alabama limited liability company, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as President, and with full authority, executed the same voluntarily for and as the act of said LLC, on the day the same bears date.

Given under my hand and official seal this the 3rd day of February, 2022.

Hayley Fashoda

HAYLEY FASHODA
Notary Public - State of Florida
Commission # HH 150755
My Comm. Expires Feb 14, 2023

Notary Public, State of Florida

My Commission Expires: Feb. 14, 2023

This Instrument prepared by:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

GRANTEE
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

GRANTOR
CREP XVII LLC
11719-B Jefferson Ave Ste 103
Newport News, VA 23606

GRANTOR
CREP XXII LLC
11719-B JEFFERSON Ave Ste 103
Newport News, VA 23606

PROPERTY ADDRESS
Vacant Land
Key # 04007386

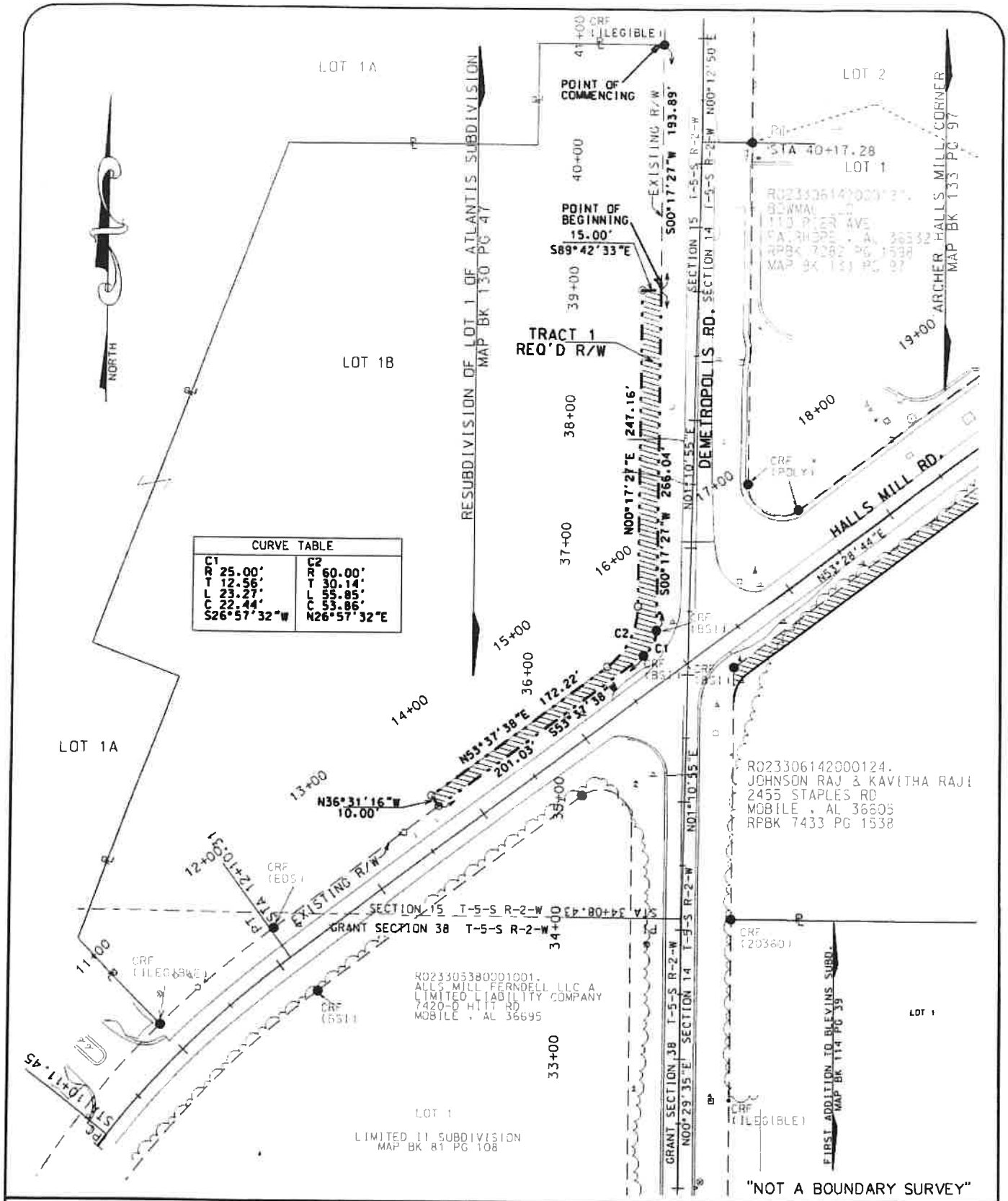
"EXHIBIT A"

REQUIRED RIGHT OF WAY TRACT 1 - HALLS MILL ROAD AND DEMETROPOLIS ROAD

A PART OF THE SOUTHEAST QUARTER, OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP-5-SOUTH, RANGE-2-WEST, MOBILE COUNTY, ALABAMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CAPPED REBAR BEING SITUATED AT THE NORTHEAST CORNER OF LOT 1B RESUBDIVISON OF LOT 1 ATLANTIS SUBDIVISION AS RECORDED IN MAP BOOK 130 PAGE 47 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE SOUTH 0°17'27" WEST, ALONG THE WEST RIGHT OF WAY LINE OF DEMETROPOLIS ROAD 193.89 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 0°17'27" WEST, 266.04 FEET TO A CAPPED REBAR (BSI); THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 23.27 FEET (THE CHORD BEARS SOUTH 26°57'32" WEST, AND MEASURES 22.44 FEET) TO A CAPPED REBAR (BSI) BEING SITUATED ON THE NORTH RIGHT OF WAY LINE OF HALLS MILL ROAD; THENCE RUN SOUTH 53°37'38" WEST, ALONG SAID NORTH RIGHT OF WAY LINE 201.03 FEET; THENCE RUN NORTH 36°31'16" WEST, ALONG THE REQUIRED RIGHT OF WAY LINE 10.00 FEET; THENCE RUN NORTH 53°37'38" EAST, 172.22 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET, AN ARC DISTANCE OF 55.85 FEET (THE CHORD BEARS NORTH 26°57'32" EAST, AND MEASURES 53.86 FEET); THENCE RUN NORTH 0°17'27" EAST, ALONG SAID REQUIRED RIGHT OF WAY LINE 247.16 FEET; THENCE RUN SOUTH 89°42'33" EAST, 15.00 FEET; TO THE POINT OF BEGINNING AND CONTAINING 0.15 ACRES MORE OR LESS. (6358 sq. ft.).

"EXHIBIT B"



McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DRIVE, SUITE G, MOBILE, ALABAMA 36606
PHONE: (251) 476-4720 FAX: (251) 476-4721

TRACT 1 REQUIRED RIGHT OF WAY HALLS MILL RD. & DEMETROPOLIS RD IMPROVEMENTS SECION 14, 15 AND GRANT SECTION 38 T-4-S. R-2-W MOBILE AL.		
SCALE: 1"=100'	DRAWN BY: RCL	DATE: 03-30-2021
JOB NO. M5710-2176	APPROVED BY: S.M.E	SHEET 1 OF 1

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Halls Mill Rd & Demetropolis Rd Intersection Improvements

CAPITAL PROJECT # C0478 **DATE OF RECEIPT** 10/20/2022

DEPT. PROJECT # 2020-2060-01

PROJECT DESCRIPTION ROW acquisition for turn lane construction and intersection signalization

CONTRACT AMOUNT $ 14,686.98

VENDOR NAME CREP XVIII Land LLC

VENDOR NUMBER 298077

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jennifer White **Date** 10.20.2022

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Halls Mill Rd & Demetropolis Rd Intersection Improvements

CAPITAL PROJECT # C0478 **DATE OF RECEIPT** 10/20/2022

DEPT. PROJECT # 2020-2060-01

PROJECT DESCRIPTION ROW acquisition for turn lane construction

and intersection signalization

CONTRACT AMOUNT $ 4,387.02

VENDOR NAME CREP XXII Land LLC

VENDOR NUMBER 298079

DEPT # 2060 **DEPT NAME** Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jennifer White **Date** 10.20.2022

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts the following Right-of-Way Deed, as needed for the Halls Mill Road and Demetropolis Road Intersection Improvement Project No. 2020-2006-01.

1. Right-of-Way Deed for Public Road from CREP XVIII Land LLC ($14,686.98), an Alabama limited liability company and CREP XXII Land LLC ($4387.02), an Alabama limited liability company, for the amount of Nineteen Thousand, Seventy Four Dollars ($19,074.00)

SAID DOCUMENT is by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Director of Traffic Engineering of the City of Mobile.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/20/2022 - 3:02 PM

A RESOLUTION APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY CAPITAL TRUST AUTHORITY IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $438,231,000; RECOGNIZING THAT THE CITY OF MOBILE, ALABAMA IS NOT RESPONSIBLE FOR ISSUING THE MULTIFAMILY HOUSING REVENUE BONDS AND HAS NO FINANCIAL OBLIGATION TO PAY ANY PRINCIPAL OF OR INTEREST ON THE MULTIFAMILY HOUSING REVENUE BONDS; MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE

Sponsored by: Councilmember Scott Jones

WHEREAS, the City of Mobile, Alabama (the **"City"**) is a duly organized and validly existing municipal corporation under the laws and Constitution of the State of Alabama; and

WHEREAS, Capital Trust Authority (the **"Issuer"**) is a public agency of the State of Florida; and

WHEREAS, the Borrowers and the Sole Member, each as defined below, have asked the Issuer to issue tax-exempt bonds, in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $438,231,000 (the **"Bonds"**) for the purpose of providing funds to finance and/or refinance the Projects, as defined below, and the Issuer has granted such request; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), prior to their issuance, tax exempt bonds, such as the Bonds, issued by the Issuer in one or more series to finance and/or refinance the acquisition, renovation and equipping of residential rental facilities for individuals and families of low and moderate income located in the State of Alabama and the State of Florida, as more specifically identified on **Exhibit A** attached hereto (each a **"Project"** and collectively the **"Projects"**), which will be owned by the borrowers identified in **Exhibit A**, attached hereto (collectively, the **"Borrowers"**), the sole member of each of which is The Affordable Housing Preservation Corporation, a Florida not for profit corporation and an organization exempt from federal income tax by virtue of being an organization described in Section 501(c)(3) of the Code (the **"Sole Member"**), must be approved by the applicable elected representative (as defined under Section 1.147(f)-I of the U.S. Treasury Regulations of the governmental unit within whose boundaries each Project is to be located; and

WHEREAS, AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company, and AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company (collectively, the **"Mobile, Alabama Borrowers"**), have requested that the City of Mobile, Alabama (the **"City"**) approve the financing and/or refinancing of the Inverness Lakes Project and the Lakeview at Cottage Hill Project described in **Exhibit A**, each of which is located within the corporate limits of Mobile, Alabama (collectively, the **"Mobile, Alabama Projects"**), and the issuance of the Bonds in order to satisfy the requirements of Section 147(f) of the Code.

WHEREAS, the Mobile, Alabama Borrowers have further represented to the City that the proceeds from the sale of the Bonds will be loaned to the Borrowers; and

WHEREAS, the Bonds will be payable solely from revenues of the Borrowers, and the City will have no obligation whatsoever for the payment of the Bonds and the Bonds will not constitute an indebtedness or an obligation of the City within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of the City; and

WHEREAS, as a prerequisite for the issuance of the Bonds by the Issuer, a public hearing was held by a representative of the Issuer on behalf of the City Council, as the governing body of the City, on October __, 2022 (the **"Hearing"**), after publication in the Mobile Press-Register on October __, 2022, at which members of the public were offered an opportunity to express their views with respect to the issuance of the Bonds, as described in the Public Hearing Officer Certificate, attached hereto as **Exhibit B.**

NOW, THEREFORE, BE IT RESOLVED by the City Council (the **"Council"**) of the City of Mobile, Alabama, as follows:

SECTION 1. The findings set forth in the preamble of this Resolution are incorporated by reference into the body of this Resolution as if fully set forth herein. The Council has considered any views expressed, whether in writing or at the Hearing, prior to consideration of this Resolution.

SECTION 2. The City hereby approves the issuance of the Bonds in the maximum aggregate principal amount of $438,231,000 by the Issuer for financing and/or refinancing of the Projects, including the Mobile, Alabama Projects. It is the purpose and intent of the City that this Resolution constitutes approval by the City of Mobile, Alabama, for purposes of meeting the requirements of Section 147(f) of the Code of the issuance of the Bonds and the facilities to be financed and/or refinanced thereby and the City of Mobile, Alabama is one of the governmental unit(s) having jurisdiction over the area in which the Mobile, Alabama Projects are located.

SECTION 3. The City shall have no liabilities for the payment of the Bonds or for any undertaking with respect thereto nor shall any of its assets be pledged to payment of the Bonds.

SECTION 4. This approval is not to be construed as (i) a representation or warranty by the City or the undersigned that the Bonds will be paid or that any obligations assumed by any of the parties will, in fact, be performed, (ii) a pledge of the faith and credit of or by the City. Further, the fact that the City has approved the Bonds as required by the Code may not, in any event, be used as a sales device with respect to the Bonds, or (iii) a representation or warranty by the City concerning the validity of the Bonds.

SECTION 5. This Resolution shall become effective immediately, upon its passage.

EXHIBIT A

DESCRIPTION OF PROJECTS

Borrower Name	**Project Name**	**Number of Units**	**Project Address**	**Project Jurisdiction**
AHPC Verandas at Rocky Ridge 2021 LLC, a Delaware limited liability company	Verandas at Rocky Ridge	226	3741 Chestnut Ridge Lane, Birmingham, Alabama 35216	Birmingham, Alabama
AHPC Inverness Lakes 2021 LLC, a Delaware limited liability company	Inverness Lakes*	498	6700 Cottage Hill Road, Mobile, Alabama 36695	Mobile, Alabama
AHPC Lakeview at Cottage Hill 2021 LLC, a Delaware limited liability company	Lakeview at Cottage Hill*		6550 Cottage Hill Road, Mobile, Alabama 36695	Mobile, Alabama
AHPC Kings Mill 2021 LLC, a Delaware limited liability company	Kings Mill	200	8917 North Davis Highway, Pensacola, Florida 32514	Pensacola, Florida
AHPC Crestview at Oakleigh 2021 LLC, a Delaware limited liability company	Crestview at Oakleigh	176	8990 North Davis Highway, Pensacola, Florida 32514	Pensacola, Florida
AHPC Crestview at Cordova 2021 LLC, a Delaware limited liability company	Crestview at Cordova	152	3500 Creighton Road, Pensacola, Florida 32504	Pensacola, Florida
AHPC Cordova Regency 2021 LLC, a Delaware limited liability company	Cordova Regency	213	4311 Bayou Boulevard, Pensacola, Florida 32503	Pensacola, Florida
AHPC Plantations at Pine Lake 2021 LLC, a Delaware limited liability company	Plantations at Pine Lake	224	1833 Halstead Boulevard, Tallahassee, Florida 32309	Tallahassee, Florida

*Operated together as a single Project.

Adopted:

_____
City Clerk

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE SECTION 147(f))

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of tax-exempt bonds by Capital Trust Authority (the **"Issuer"**), in one or more series under a plan of financing, as "qualified 501(c)(3) bonds" (as defined in section 145 of the Internal Revenue Code of 1986, as amended (the "**Code**")) in an aggregate maximum stated principal amount not to exceed $438,231,000 (the **"Bonds"**).

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing that was telephonically in connection with the proposed plan of finance including the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Attachment A**.

2. No less than seven days before the date of the public hearing, notice of the public hearing was published in a newspaper of general circulation available to residents of Mobile, Alabama, as evidenced by the Affidavit of Publication of the Notice of Public Hearing attached hereto as **Attachment A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed plan of finance, including the issuance of the Bonds, and the projects to be financed by the plan of finance. No such persons appeared or made comments except as is set forth on **Attachment B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this __ day of October, 2022.

By:_____
Hearing Officer

ATTACHMENT A
AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

[Attached.]

ATTACHMENT B
NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

[____]

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to the University of South Alabama for fall 2022 EMT certification course for MFRD.

General fund.

Amount of Contract:

$50,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221018 USA Agenda Package POs	Cover Memo	10/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:30 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
798	2023	(1510) FIRE ADMINISTRATION	FALL 2022 EMT CERTIFICATION COURSE FOR MFRD (INTERGOVERNMENTAL AGREEMENT)	$50,000.00	(281269) UNIVERSITY OF SOUTH ALABAMA

Adopted:

_____
City Clerk

Bill To	Requisition 00000798-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/17/22	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Sourcing Notes --- Send to: Dean's Office, College of Allied Health Professions, attn: Melody Baker Gray, 251-445-9252			
001	TRAINING CLASS	25.00 EACH	2000.00000	50000.00
	Additional Description Notes --- Fall 2022 EMT Certification Course as per your quote dated 10/13/2022 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			50000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 50000.00

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

Bill To	Requisition 00000798-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/17/22	281269				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42140.		50000.00	75302.25
EMERGENCY MEDICAL SVCS EXP	MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	10/17/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	10/17/22	DONALD ROSE	Auto approved by: 9105paij
Approved	10/17/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/17/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	10/17/22	JOHN PAINE	
Approved	10/17/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Carrier Corporation for new chiller for the Art Museum.

CIP + Daniel Foundation grant

Amount of Contract:

$231,693.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221020 Carrier Agenda Package POs	Cover Memo	10/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 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
341	2023	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT CARRIER 30HXC CHILLER FOR ART MUSEUM (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$231,693.00	(297060) CARRIER CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00000341-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.93030.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CARRIER CORPORATION	MUSEUM OF ART
100 ALPHA DR #118	4850 MUSEUM DRIVE
	MOBILE, AL 36608
DESTREHAN, LA 70097	
Tel#504-388-0225	Delivery Reference
Fax 985-764-7050	BRENDA PARKER
	Deliver To
	MUSEUM OF ART
	4850 MUSEUM DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/22	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #030817 AND YOUR QUOTE DATED: 8/11/22.			
001	CHILLER: CARRIER MODEL 30HXC TO REPLACE OLD 23XL CHILLER.	1.00 EACH	98381.00000	98381.00
	Additional Description Notes			
	REMOVE FREEZE THE CHILL WATER PIPES & ADD ISOLATION VALVES (NONE THERE AT THE MOMENT).			
	REMOVE THE REFRIGERANT FROM THE CHILLER.			
	TAKE THE CHILLER APART & REMOVE IT IN 4 PIECES.			
	POUR A SLAB ON EACH END OF THE EXISTING CHILLER PAD (APPROXIMATELY 2FT ON EACH SIDE).			
	PUT THE NEW CHILLER INTO PLACE AND MAKE NECESSARY PIPING CHANGES TO MAKE HOOK UP THE NEW CHILLER.			
	INSTALL ALL NEW ELECTRICAL.			
	INSULATE THE PIPING.			
	START THE CHILLER			
1	5000.10.00.0000.0000.0000.0000.0000.93030. F G-MMOACHLL.MATCHINGGR. .			98381.00

Bill To	Requisition 00000341-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5000.10.00.0000.0000.0000.0000.0000.93030. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/22	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER			
002	WARRANTY: 2-10 YEAR WARRANTY	1.00 EACH	38502.00000	38502.00
1	5000.10.00.0000.0000.0000.0000.0000.93030. F G-MMOACHLL.MATCHINGGR. .			38502.00
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To MUSEUM OF ART			

Bill To	Requisition 00000341-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.93030.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CARRIER CORPORATION	MUSEUM OF ART
100 ALPHA DR #118	4850 MUSEUM DRIVE
	MOBILE, AL 36608
DESTREHAN, LA 70097	
Tel#504-388-0225	Delivery Reference
Fax 985-764-7050	BRENDA PARKER
	Deliver To
	MUSEUM OF ART
	4850 MUSEUM DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/22	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER			
003	INSTALLATION: CHARGE TO INSTALL CHILLER Additional Description Notes --- PER YOUR QUOTE DATED: 8.11.22 SOURCEWELL CONTRACT #: 030817 PER YOUR QUOTED SCOPE OF WORK PRICE INCLUDES ALL FREIGHT CHARGES. THERE WILL NO ADDITIONAL CHARGES. WORK TO BE PERFORMED ON STRAIGHT TIME BASIS & WILL BEGIN UPON RECEIPT OF PURCHASE ORDER. FOR QUESTIONS OR CONCERNS CONTACT GREGG BLAIZE @ 251.490.5534	1.00 EACH	94810.00000	94810.00
1	5000.10.00.0000.0000.0000.0000.0000.93030. F G-MMOACHLL.MATCHINGGR. .			94810.00
	Ship To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER			

Bill To	Requisition 00000341-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5000.10.00.0000.0000.0000.0000.0000.93030.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CARRIER CORPORATION	MUSEUM OF ART
100 ALPHA DR #118	4850 MUSEUM DRIVE
	MOBILE, AL 36608
DESTREHAN, LA 70097	
Tel#504-388-0225	Delivery Reference
Fax 985-764-7050	BRENDA PARKER
	Deliver To
	MUSEUM OF ART
	4850 MUSEUM DRIVE
	MOBILE, AL 36608
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/22	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total 231693.00

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

Account		Amount	Remaining Budget
F G-MMOACHLL.MATCHINGGR.	.	231693.00	.00

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

Account	Amount	Remaining Budget
5000.10.00.0000.0000.0000.0000.0000.93030.	231693.00	

MISC GRANT ADMIN EXP FROM CAPITAL IMPROVEMENTS

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

Activity	Date	Clerk	Comment
Approved	10/07/22	TAYLOR HARRIS	
Approved	10/07/22	REBECCA CHRISTIAN	Auto approved by: 910518653
Approved	10/07/22	RANDY THREADGILL	Auto approved by: 910518653
Approved	10/19/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	10/19/22	DONALD ROSE	Approved by: 9105fola
Approved	10/19/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	10/19/22	KAREN NAMAN	Auto approved by: 910516727
Approved	10/19/22	JOHN PAINE	Auto approved by: 910516727
Approved	10/19/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00000341-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5000.10.00.0000.0000.0000.0000.0000.93030. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CARRIER CORPORATION 100 ALPHA DR #118 DESTREHAN, LA 70097 Tel#504-388-0225 Fax 985-764-7050	MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER Deliver To MUSEUM OF ART 4850 MUSEUM DRIVE MOBILE, AL 36608 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/06/22	297060				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 8B146823-77D9-4BC0-98F4-B947F9AA0E19

Sourcewell

Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Carrier Global Corporation, 5900-H Northwoods Bus Pkwy., Charlotte, NC 28269 (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 HVAC Systems and Related Services 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 August 12, 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 andthe 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 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 Entitles may require the use of a Participating Addendum; the terms of which will be negotiateddirectly 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 third-party 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.

Under no circumstances will Supplier be liable for any incidental, special, liquidated or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

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.

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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, 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

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2. A material breach of any term or condition of this Contract.

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) authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance of 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 listed below:

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.

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

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in limits of liability as indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

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.

Limits:
$2,000,000 per occurrence and in aggregate

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.

Limits:
$2,000,000 per claim
$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, except such rights as Supplier has to proceeds. 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. Any order requiring Buy American provisions will not be accepted until Supplier confirms in writing it can comply with the specific applicable Buy American clause cited. 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.

U. FEDERAL GOVERNMENT REQUIREMENTS STIPULATION. Supplier is a commercial entity and the components, equipment and services to be included by Supplier in its proposal and to be provided in the event of an award are offered on the basis that they constitute commercial items as defined in the Federal Acquisition Regulations ("FAR"). Similarly, the prices to be offered by Supplier in its proposal, and which would be offered in any resulting contract and any modifications or changes to such contract are based on Supplier's standard commercial accounting policies and practices. Supplier's accounting practices comply fully with U.S. GAAP, but do not take into account any additional or special requirements of Cost Accounting Standards, nor meet the requirements of FAR Part 31 or any similar procurement regulations, including those of the U.S. Department of Defense. Accordingly, Supplier makes its proposal based on its belief that an award can be made to Supplier consistent with FAR Part 12 - "Acquisition of Commercial Items," and that submission of cost and pricing data consistent with CAS/FAR Part 31 will not be required. Supplier does not accept and will not be held liable for any flow down requirements unless specifically agreed to in writing.

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	Carrier Global Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: F1B5CDFCEE8A47B...
By: _____	By: _____
Jeremy Schwartz	Simon C. Walls
Title: Chief Procurement Officer	Title: Global Strategic Accounts Leader
Date: 10/7/2021 | 9:30 PM CDT	Date: 10/7/2021 | 11:01 AM CDT

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Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
10/7/2021 | 9:34 PM CDT
Date: _____

RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name:	Carrier Global Corp
Does your company conduct business under any other name? If yes, please state:	Carrier Corporation
Address:	5900-H Northwoods Bus Pkwy Charlotte, NC 28269
Contact:	Alex Relf
Email:	alex.l.relf@carrier.com
Phone:	704-521-6443
HST#:	06-0991716

Submission Details

Created On:	Tuesday June 15, 2021 15:26:02
Submitted On:	Wednesday June 30, 2021 15:43:18
Submitted By:	Alex Relf
Email:	alex.l.relf@carrier.com
Transaction #:	0278eeef-41a2-4fbe-a881-901b9690436a
Submitter's IP Address:	104.129.206.103

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):	Carrier Global Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Carrier Corporation	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Carrier Corporation	*
4	Proposer Physical Address:	5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269	*
5	Proposer website address (or addresses):	www.carrier.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):	Meredith Emmerich, Vice President, North America, Commercial HVAC, 5900-B Northwoods Bus Pkwy, Charlotte, NC. 28269. meredith.emmerich@carrier.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alex Relf, Strategic Account Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 704-521-6443, alex.l.relf@carrier.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Ison, Strategic Accounts Manager, 5900-H Northwoods Bus Pkwy, Charlotte, N.C. 28269, 501-529-9688, joseph.e.ison@carrier.com	

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.	Carrier Engineering Corporation was incorporated in New York on June 26, 1915 by seven engineers led by Willis Carrier. In 1930, Carrier Air Conditioning was formed through the merger of Carrier Engineering Corporation with Brunswick-Kroeschell Company and York Heating & Ventilating Corporation. In 1978, Carrier Corporation, a corporation organized in the State of Delaware, became a wholly owned subsidiary of United Technologies Corporation, and was subsequently spun off as a stand alone company in April of 2020. Carrier Corporation is the leading manufacturer of heating, ventilation and air conditioning equipment and service in the United States with sales totaling approximately $19 Billion in 2020.	*
10	What are your company's expectations in the event of an award?	Carrier is currently an incumbent vendor of Sourcewell. Upon award, Carrier will schedule a roll out meeting with the customer to plan and prepare for the execution of the awarded contract, as needed.	*
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.	Carrier Global Corporation is an American multinational home appliances corporation based in Palm Beach Gardens, Florida. Carrier was founded in 1915 as an independent company manufacturing and distributing heating, ventilating and air conditioning (HVAC) systems, and has since expanded to include manufacturing commercial refrigeration and foodservice equipment, and fire and security technologies. As of 2020, it was an $18.6 billion company with over 53,000 employees serving customers in 160 countries on six continents Carrier's Moody rating is Baa3, and the outlook is stable. Carrier's Baa3 senior unsecured rating reflects its long-established leadership position in the global equipment industry. Carrier's significant scale positions it as one of the largest competitors in the sector. The business is exposed to cyclicality with about 70% of revenue derived from new equipment sales. The ratings consider sizeable debt levels and high financial leverage following the spinoff from United Technologies Corporation in early 2020. Refer to annual report for full financial statements.	*
12	What is your US market share for the solutions that you are proposing?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
13	What is your Canadian market share for the solutions that you are proposing?	N/A	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	Manufacturer and service provider. a) N/A b) Carrier Commercial Service self performs most work, or will serve as a general if specialty sub-contractors are needed on a project. Carrier has 99 service offices throughout North America, and may procure product or materials through our corporate owned warehouses, or through local distribution centers.	*
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.	Carrier is subject to various registration and licensing requirements in the states and local jurisdictions where it does business and has hundreds of licenses in place in the United States, and Canada.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

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	The OptiClean™ Dual-Mode Air Scrubber & Negative Air Machine, Carrier's pioneering solution to help provide healthier indoor air, has been crowned Air Conditioning Innovation of the Year in the RAC Cooling Industry Awards, one of the UK's top building technology awards. The recognition follows the OptiClean unit being named one of TIME's 100 Best Inventions of 2020. The product, currently available in North America and Asia, is expected to launch in Europe this year. Carrier is part of Carrier Global Corporation (NYSE: CARR), a leading global provider of healthy, safe and sustainable building and cold chain solutions. As an air scrubber, the OptiClean unit can improve the indoor air quality of classrooms, restaurants, dental offices, commercial buildings and more, by pulling in air, scrubbing it using a HEPA filter, and then exhausting cleaner air back into the room. It has a footprint of less than three square feet and can plug into a standard wall outlet.	*
19	What percentage of your sales are to the governmental sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the government sector.	*
20	What percentage of your sales are to the education sector in the past three years	Carrier Corporation is a 19 billion dollar, global entity. Less that 1% of those sales were recognized from the education sector.	*
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?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
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?	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

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 *	
County of Passaic	Steve Orsini	201-937-2576	*
Mount Olive Board of Education	Glenn Miller	973 691-4008 x8505	*
Rutgers University	Glen Vliet	848 445-3714	*

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 *	
Houston Independent School District	Education	Texas - TX	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Redondo Beach School District	Education	California - CA	HVAC capital chiller installations and retrofits, to include boilers, air handlers, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
BIRMINGHAM BOARD OF EDUCATION	Education	Alabama - AL	HVAC preventive maintenance, retrofits, repairs, energy saving upgrades.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
Elk Grove School District	Education	California - CA	Supply HVAC equipment, perform startup, and warranty repairs.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*
University of Central Florida	Education	Florida - FL	HVAC capital chiller installations and retrofits, to include boilers, roof top units, and controls systems.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	Carrier is a leading manufacturer of HVAC equipment in both North America and globally. Specific market share information is confidential. Please refer to our website for HVAC applications and installation.	*

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.	In North America, Carrier Commercial Service is geographically managed through the Service Center of Excellence, in Charlotte, NC. This centralized location works with 99 field offices that cover the entire continental United States, Hawaii, and Canada.	*
26	Dealer network or other distribution methods.	Carrier has both company owned direct sales offices, independent distributors and joint venture distributors. In May 1999 Carrier and Watsco, Inc. formed a joint venture to distribute Carrier, Bryant, Payne equipment and Totaline parts. The new name for this distribution network is Carrier Enterprises. These distributors were previously owned 100% by Carrier.	*
27	Service force.	Commercial Service employs over 2,000 management, professional, clerical personnel, service technicians and technical engineers. We have over 30 million man-hours of service experience. Service technicians belong to local pipefitters unions (optional in right-to-work states), which are part of the United Association of Plumbers and Steamfitters.	*
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.	When you partner with Carrier, you will work with a single source, dedicated Service Account Team that will provide 360 degrees of comprehensive solutions. Carrier will work with our client to develop a smart, effective and customized plan, designed to deliver the most value for the equipment and facility. Service options are matched to your required level of coverage; from inspections and annual maintenance, to planned and full maintenance options. When it comes to predictive maintenance services, Carrier is proactive, keeping your equipment at its operating peak performance. In-depth analysis, with our proprietary diagnostic tools, increases reliability and minimizes downtime. Carrier Commercial Service will notify you of any potential issues long before you realize there is a problem. In the event of an emergency outage, Carrier's response time to "tech on site" is typically 4 hours. For routine calls, the response time is generally 8 hours.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Carrier Corporation is a proud incumbent provider to Sourcewell. Carrier will continue to respond to requests from current, and prospective, members of the Sourcewell program.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Carrier Commercial Service in Canada currently provides services to governmental facilities. Our Canada team will respond accordingly to all requests for Sourcewell services.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Carrier has over 900 dispatch points operating out of 99 service offices in the US and Canada. Carrier Commercial Service provides services to all regions of the US, except Alaska.	*
32	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?	Carrier can, and will, service all sectors throughout the US and Canada (except Alaska) via the Sourcewell program.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Carrier Commercial Service provides services to all regions of the US and Canada, to include Hawaii. Carrier does not service Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	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.	Carrier sends quarterly and annual email correspondence to customers associated with these markets. In addition to our email marketing campaign, Carrier annually attends and participates in the NIGP Forum and trade show. Carrier looks forward to partnering with Sourcewell in a strategic relationship at the show. Examples of Carrier's marketing materials for market solutions may be found at www.carrier.com. Included with the submission package is Carrier Strategic Accounts Marketing brochure.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Carrier's web site www.carrier.com is an effective platform for communicating our offerings to the general public, and prospective clients alike. The site allows us to showcase products and services, sustainable building solutions, and newly developed innovations. Carrier is also active in Linkedin and Twitter, as a means of communicating current news, and during times of emergency, to alert our customers of our temporary solutions for heating, cooling and power supply.	*
36	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?	Carrier will encourage Sourcewell to facilitate introductions on behalf of Carrier with parties that represent a match to our service offerings. The master services agreement will be introduced to the national sales team during the award rollout, and will be accessible to all service personnel on our internal, National Accounts web site.	*
37	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.	N/A	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	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.	At the customers option, Carrier may provide equipment operation training at the customer's facility. This training generally lasts several hours in duration, and encompasses unit operation, weekly routine operations checks, and minor troubleshooting. In addition, the customer may attend factory training at the Service Center of Excellence in Charlotte, N.C.	*
39	Describe any technological advances that your proposed products or services offer.	Carrier® SMART Service is a dynamic, proactive strategy for enhanced equipment and system management. Through the identification and analysis of chiller and system operating trends, more informed decisions can now be made relative to meeting comfort demands, implementing service, maintenance or repair events and improving a building's financial performance. The benefits include insight into chiller operation and trends, early indication of equipment problems, maximum operating efficiency, mitigating risks by identifying and correcting minor problems before they lead to expensive repairs.	*
40	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.	One of the U.S. Government's testing agencies recently found that Carrier's variable-speed screw chiller consumed less energy and offered a greater range of operating conditions than alternative water-cooled chiller technology. Overseen by the General Services Administration, the Green Proving Ground program appointed Oak Ridge National Laboratory to perform real-world testing of two chillers: one with variable-speed screw technology and the other with maglev centrifugal technology. The findings showed variable-speed screw technology, like that in Carrier's AquaEdge® 23XRV water-cooled chiller, was more efficient, more versatile and required less maintenance than the maglev centrifugal and at a lower installed cost. When compared across a broad range of operating conditions, the variable-speed screw chiller consumed 11 percent less energy than the maglev centrifugal chiller. Based on the data, the variable-speed screw chiller also has an equipment price that is more than 30 percent lower than the maglev centrifugal chiller with the same cooling capacity.	*
41	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.	With Weather Series Rooftop Units featuring EcoBlue™ Technology, Carrier is proving that not all rooftops are created equal. EcoBlue™ Technology includes a more compact vane axial fan, which is an industry first for packaged rooftop units, along with a simplified design that helps lower installation and maintenance costs. Turn to the experts today to learn more and see how we've put a whole new spin on rooftops. Silver award winner of Consulting - Specifying Engineer 2019 Product of the Year.	*
42	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.	Carrier is a publicly traded, fortune 500 corporation and is not minority owned.	*
43	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?	When you partner with Carrier, you'll work with recognized HVAC professionals – all with a clear focus on the importance of every aspect of your investment. Our technicians are certified as Carrier Specialists or Masters - each trained on our products, customer service and thoroughly tested to our standards. Carrier's Tech360 Certification Program is the most progressive learning program in the industry. As Carrier's own servicing entity, we have access to the latest engineering advancements and the most advanced technical servicing tools. Our expansive OEM service network has strategically-located offices in the United States and Canada. Translation: we'll be there whenever you need us... 24/7/365. Environmental Health and Safety (EH&S) is rooted in our culture. We support a multi-faceted EH&S management system which ensures a focused approach to safety every day. On all levels, we adhere to the most stringent safety standards, which translate to safety on your jobsite. Our Achieving Competitive Excellence (ACE) operating system brings you standardized solutions, no guesswork, no variables. We focus on quality, efficiency and consistency at your jobsite and in all our day-to-day business practices.	*

Table 9A: 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 *	
44	Do your warranties cover all products, parts, and labor?	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
47	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?	No	*
48	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?	Carrier will warranty products per the manufacturer's guidelines.	*
49	What are your proposed exchange and return programs and policies?	No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.	*
50	Describe any service contract options for the items included in your proposal.	Carrier offers its customers long-term service agreements providing them with knowledge on new cost-saving and environmental technologies, preventive maintenance, and recommendations on current controls systems. In addition, Carrier has a unique remote diagnostic monitoring tool that can detect potential service problems before they occur. Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any available manufacturer's warranty for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service, Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Quality Assurance of Products & Services In early 1990, Carrier's Service Marketing Division developed a process for Service Product Design and Implementation. Once a concept is established, it progresses through a feasibility study, where customers are consulted via focus groups or questionnaires. If management approval is obtained, a multi-functional team selected from marketing and operations is formed to undertake the project. Consequently, field training must take place for the proper delivery of the service product. This can be a concurrent activity with the technical training that must accompany each product. Training sessions are held at the region or district offices, with all office personnel involved. This includes the clerical people who administer the product, the engineers who may be called upon to install the product, the managers who manage the product's introduction, and the technicians who are involved in product installation and delivery. In product introduction, the project manager meets with quality review teams and suppliers to assure that the final product meets the initial goals for the product. Once the product is field implemented, the Customer Service Report (CSR) provides the means to communicate product deficiencies. Service marketing compiles the data via statistical analysis and the information is passed on to the appropriate suppliers. What service was sold versus what service was performed is a key indicator in the service business. Method of documentation of this indicator includes a computerized scheduling system, and the Customer Service Report (CSR) time tickets. The Customer Service Report (CSR), is a critical document for conformity. The CSR consists of several sections. The equipment information, model and serial numbers are recorded to identify the machine. A task code is used to identify the work done. Additionally, operating log readings are taken to verify the proper operation of the machine within design conditions. Calculations are done by the mechanic to confirm that operation is within the design specifications. Space on the form is dedicated to parts used, written description of work done and abnormalities discovered by the servicing mechanic. Finally, after all service is performed, customer signatures are obtained to verify that the work was done to the customer's satisfaction. The service performance key indicators are measured monthly by management. If any discrepancies are noted, the next level of management meets with the entity, determines the root cause of the existing performance as a comparison to plan and develop action plans to rectify the situation. These action plans detail specific areas of concern, outlining actions to be taken, timing, and responsibilities. Monthly follow-ups are conducted and actual results compared to planned results. Further corrective actions are taken as required. For product hardware, statistics and data compiled by the CSR Report feedback process determines product deficiencies. Its purpose is to allow the mechanic to receive technical assistance during startup, to give feedback to engineering on problems encountered with the unit. This information is shared with the components supplier and action items implemented to correct the situation. Management makes a required vendor visit to assure that the proper actions are implemented. In a distributed technical organization, there is the need to communicate service instructions across the nation. The principle vehicles for these transfers of information are the Service Bulletin and Equipment Technical Manuals. The need to generate technical bulletins is created by the input received from the field service organization through Customer Service Report (CSR) documents which are reviewed by U.S Field Operations (USFO) customer assurance personnel and field requests for assistance. Carrier uses both formal and informal approaches to assess the quality of its systems, processes, practices, products and services. Formally, Carrier Systems and Services assess the quality of the above with measurements. Some of the measurements include yearly audits (i.e., policies, procedures, purchasing, signature authority, safety), product failure rates on a monthly basis, service agreement cancellations, customer surveys (customer satisfaction index), and customer complaints. There are Product Management Councils set up to monitor, review and take action for specific products. Examples are the chiller, airside products, and controls products quality councils which meet on a quarterly basis or as required. Carrier is committed to delivering a quality product or service at an appropriate price. We have or are implementing processes that allow us to measure the quality of our current offerings, assess opportunities for improvement and implement changes, when needed, to improve our quality or modify our products to meet new customer requirements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Net 30. Payment is accepted via check, credit card, or wire.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Rather than utilize a dealer network, Carrier Corp directly employs its sales and service force. As a Sourcewell incumbent, Carrier has successfully provided quarterly reports since 2017.	*
56	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.	Carrier has created a pricing template which details contract labor rates, material markups, and equipment discounts from master pricing. This document is distributed to our field upon contract award, and stored on a shared drive for all company employees to access. Template uploaded to this RFP as a reference.	*
57	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?	Yes, and at no additional 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 *	
58	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.	See attached pricing template.	*
59	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.	See attached pricing template.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	None.	*
61	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 Parts are generally marked up using a pre-negotiated Mark up schedule. See attached pricing template for rates.	*
62	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.	Trip charges and consumable charges apply to every visit.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery. Carrier shall have the right to ship any portion of the equipment included in this Agreement and invoice Customer for such partial shipment.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Same as above.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Any unique requirements will be discussed on a customer by customer basis.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	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.	Carrier Corporation utilizes a pricing tool that can be pre-loaded with Sourcewell's pre-negotiated rates, and markups. This ensures that users are compliant while creating competitive bids for Sourcewell members. A National Account Manager will review all bids prior to submission to ensure consistencey, and correctness.	*
68	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.	The Carrier National Account Manager will use two tools to track the Sourcewell contract usage. One is a tracking list maintained by the National Account Manager, and the equipment team. The second resides in our service-sales software, which will track and report quoted or sold jobs throughout the life of the contract.	*
69	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.)	2%	*

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

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Heating, ventilation, air-conditioning and refrigeration systems, controls, services, and sustainable solutions for commercial, industrial, and transportation applications.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Parts sales, new equipment factory startup, turnkey product installations, upgrades, indoor air quality solutions.	*

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	
72	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	(•) Yes ( ) No	Carrier offers a full line of products and solutions for building occupants' comfort, health, and well being, and industrial cooling. This includes new equipment, parts, labor, warranty, and turnkey installations.	*
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	(•) Yes ( ) No	Carrier sells a full line of OEM replacement components, and can source parts from all other HVAC manufacturers as well.	*
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	(•) Yes ( ) No	Carrier seeks to reduce the clients operating costs through equipment optimization, equipment baseline analysis, building management solutions, energy savings solutions, equipment modernization, including: retrofit and upgrades and turnkey replacement solutions. Other key resources include: Field service engineers, standard work instructions, expedited parts availability and CarrierROLE®, remote online experts	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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 - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:03:46
Financial Strength and Stability - Carrier-2020-Annual-Report.pdf - Monday June 21, 2021 10:32:55
Marketing Plan/Samples - Strategic Accounts Overview.pdf - Monday June 28, 2021 09:17:40
WMBE/MBE/SBE or Related Certificates (optional)
Warranty Information - Carrier Warranty and Terms.pdf - Monday June 21, 2021 10:33:20
Standard Transaction Document Samples - Sourcewell RFP 5-19-21 Carrier Equipment Products and Pricing.xlsx - Wednesday June 30, 2021 15:04:38
Upload Additional Document - RFP_070121_HVAC_Systems_Services_Contract_Template Sourcewell redline for Carrier 5.25.2021.docx - Monday June 21, 2021 10:33:43

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. - Alex Relf, Strategic Account Manager, Carrier Global Corp

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_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☑	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☑	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☑	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 PM	☑	1

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AMENDMENT #1
TO
CONTRACT #070121-CAR

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Carrier Global Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide HVAC Systems and Related Services, effective October 7, 2021, through August 12, 2025 (Contract).

Supplier requested that its name be modified from the name of its holding company to its North American operating company "Carrier Corporation."

All references to "Carrier Global Corporation" in Contract #070121-CAR will be stricken and replaced with "Carrier Corporation."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 4/15/2022 | 6:24 AM CDT

Carrier Global Corporation

By: William Langston
Will Langston, Assistant Secretary

Date: April 19, 2022

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette, Executive Director/CEO

Date: 4/15/2022 | 6:46 AM CDT

Carrier Corporation 070121-CAR

Pricing for contract #070121-CAR offers Sourcewell participating agencies the following discounts:

- 35-71.5% Discount off MSRP

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:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Syn-Tech Systems Inc for upgrade of City fuel system to Fuelmaster FMLive cloud fuel management system.

General fund, motor pool.

Amount of Contract:

$130,306.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221020 Syntech Agenda Package POs	Cover Memo	10/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:32 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
608	2023	(F7000) MOTOR POOL	UPGRADE 13 FUELING STATIONS TO FUELMASTER FMLIVE CLOUD FUEL MANAGEMENT SYSTEM (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$130,306.00	(296362) SYN-TECH SYSTEMS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47030. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/22	296362	10/11/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL CONTRACT #022217-SYS. THIS IS AN UPGRADE TO OUR EXISTING FUELMASTER SYSTEM AND MOVING IT INTO THE CLOUD. INSTALLATION DISTRIBUTOR: MIKE HOFFMAN'S EQUIPMENT ATTN: DREW FANCHER.			
001	FUELMASTER FUEL SYSTEM UPGRADE. INCLUDES SOFTWARE UPGRADE, CELLULAR, FMLIVE SETUP, INSTALLATION & ACTIVATION. THIS IS FOR 13 PUMPS AND MOVES THE DATA INTO THE CLOUD. Additional Description Notes --- FUELMASTER SOFTWARE UPGRADE. RESUBMITTAL REQUESTED AND APPROVED BY CHARLES SUMRALL FOR FUELING SYSTEM. The Above Line Item Is Required By: 09/14/22	1.00 EACH	130306.00000	130306.00
1	7000.40.20.0000.0000.2070.0000.0000.47030.			130306.00

Bill To	Requisition 00000608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47030. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/22	296362	10/11/22			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 130306.00

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47030. MOTOR POOL EXP GAIN/LOSS FIXED ASSETS	130306.00	

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

Activity	Date	Clerk	Comment
Approved	10/12/22	CHARLES SUMRALL	Fuel System Upgrade.
Approved	10/12/22	KINA ANDREWS	Auto approved by: 910520042
Approved	10/12/22	JAMES DELAPP	Auto approved by: 910520042
Approved	10/12/22	MARC VASSALLO	
Unknown	10/19/22	DONALD ROSE	
Approved	10/19/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	10/19/22	DONALD ROSE	Approved by: 9105fola

Bill To	Requisition 00000608-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47030. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
SYN-TECH TALLAHASSEE, FL 32305 Tel#800-888-9136 Fax 850-877-9327	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/22	296362	10/11/22			MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/19/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	10/19/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	10/19/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	10/19/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

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Solicitation Number: 092920

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

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17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

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

Minimum Limits:
$2,000,000

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

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

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

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

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 12/2/2020 | 3:40 PM CST

Approved:

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

Chad Coauette
Title: Executive Director/CEO

Date: 12/3/2020 | 11:49 AM CST

Syn-Tech Systems, Inc.

DocuSigned by:
By: D. Shane Smith
3A5F1285DE8C4A8...

D Shane Smith
Title: Vice President Sales & Marketing

Date: 12/3/2020 | 11:39 AM CST

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

Vendor Details

Company Name:	Syn-tech Systems, Inc.
Does your company conduct business under any other name? If yes, please state:	FL
Address:	100 Four Points Way TALLAHASSEE, FL 32305
Contact:	Nathan Matthews
Email:	nathan.matthews@myfuelmaster.com
Phone:	850-878-2558 1005
Fax:	850-878-2558
HST#:	59-2862052

Submission Details

Created On:	Tuesday August 25, 2020 15:37:09
Submitted On:	Tuesday September 29, 2020 14:33:44
Submitted By:	Nathan Matthews
Email:	nathan.matthews@myfuelmaster.com
Transaction #:	1452056c-9dfa-4409-bfa6-4c8178e71707
Submitter's IP Address:	63.148.217.19

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Syn-Tech Systems, Inc.	*
2	Proposer Address:	100 Four Points Way Tallahassee, FL 32305	*
3	Proposer website address:	www.myfuelmaster.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	D. Shane Smith Vice President, Sales & Marketing shane.smith@myfuelmaster.com 850-878-2558 x1003	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nathan A. Matthews Program Manager nathan.matthews@myfuelmaster.com 850-878-2558 x1005	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sara Dunlap Fletcher Marketing/Operations Manager sara.dunlap@myfuelmaster.com 850-878-2558 x1311	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Syn-Tech Systems (Syntech) was formed in 1989 to purchase its predecessor company HCI Inc. which had pioneered the deployment of the Automated Fuels Accounting System for the U.S. Air Force beginning in 1979. Its overwhelming success led to entry into the commercial market in 1987 by successfully responding to an RFP issued by North Carolina DOT. Today the company supplies 28 State DOT's among its 8,000 customers. Its reputation as the best supplier in its market segment is evidenced by its ability to acquire and maintain thousands of customers & fueling locations. The achievements of Syntech and its success in its market space is fostered by SEVEN core values listed in the EMPLOYEE HANDBOOK. A brief explanation of each is as follows: 1. The company exists to SERVE its customers exceptional value and if successful entitled to a REASONABLE (not excessive) profit. 2. The company is based around successful LONG TERM relationships with its customers. 3. The company is based around successful LONG TERM relationships with its employees, vendors, and professionals. 4. All personnel understands the value of HONEST and ETHICAL dealings with all entities and the need to establish and maintain TRUST in all relationships. 5. The company strives for long term financial stability but must effectively manage itself such that ANNUAL FINANCIAL LOSSES are not incurred. (Income Statement) 6. The company must maintain a strong FINANCIAL CONDITION such that it can overcome unexpected financial stress. (Balance Sheet) (COVID-19 example) 7. The company and all of its employees, agents, and associates understand the destructive nature of ARROGANCE/SELF IMPORTANCE and the effort to recognize and eliminate this behavior.	*
8	What are your company's expectations in the event of an award?	Syntech was first awarded a National Joint Powers Alliance (NJPA) contract in 2011 and has been highly successful in serving the Sourcewell Governmental client base. Thru Fiscal Year 2019 Syntech has executed two contracts resulting in sales with a value over $10.8 million. Syntech's current rate of R&D expenditures is at the very top of its industry, (R&D to sales ratio of 20%) which will lead to the release of numerous new products and technologies over the short & medium time scales.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Syntech has outstanding operational and financial success through its 30 years of existence. This is demonstrated by the following facts: • The company has never incurred an annual financial loss in its 30 year history. • The company enjoys a very high credit rating score (either a AAAA1 or AAAA2) as rated by Dun & Bradstreet • The company has over 8,000 current customers and has installed over 25,000 Island Computer Systems. • The company has an independent audit performed by PriceWatterhouseCoopers for 30 consecutive years with no audit qualifications. (2019 Audit Attached) • The company has accumulated retained earnings of $16,543,697 thru 8/31/2020. • The company was granted $2.7 million in PPP funds but returned all of the money voluntarily.	*
10	What is your US market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~34.3%. In the Passive Island Controller Systems (AIM) this is estimated to be ~76%.	*
11	What is your Canadian market share for the solutions that you are proposing?	In the Fuel Island Controller space, Syntech maintains a market penetration of ~22%. In the Passive Island Control Systems (AIM) this is estimated to be ~40%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Syntech has never petitioned for bankruptcy protection.	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Syntech is best described as a manufacturer or service provider. Syntech follows a unique approach to marketing by employing a large direct sales force to assist distributors and communicate directly with end users of our products. Due to the highly technical nature of the products, this results in a much better customer understanding of the products and their benefits, and how to be successful using them. This approach consistently leads to a very high Customer Satisfaction Index of around 95%, which has been measured for twenty two consecutive years using the same survey methodology. See attached “2020 SALES MAP with Canada” document for a complete breakout of sales regions across the United States and Canada. In addition to our internal sales force, Syntech has cultivated a network of over 500 active distributors. These distributors are system installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer. Internal sales force are Syntech Employees, distributor network are independent companies that sell our products and services.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Syntech maintains safety certifications, ensuring our products are safe to operate within a hazardous fueling zone. Additionally, our products which emit a wireless signal are certified for Electromagnetic Interference and Electromagnetic Compatibility (EMI/EMC) See attached “Safety-EMC-EMI Certifications” document for a complete listing of hardware certifications. In addition, Syntech also maintains information security certifications for Payment Application Data Security Standard (PA DSS), Payment Card Industry Data Security Standard (PCI DSS), Europay Mastercard Visa (EMV), Federal Information Processing Standard (FIPS) 140-2. Finally, our systems have been assessed and have received the Authority to Operate (ATO) on the Department of Homeland Security internal network. Finally, individual certifications for Security+, Certified Information System Security Professional (CISSP), Windows Operating System Fundamentals (MTA 98-349), HDI Support Center Manager, and AWS Certified Cloud Practitioner, are held by our employees.	*
15	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Syntech has never been suspended, debarred, or punished for any reason over its entire 30 year history.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 - World's Greatest Fuel Management Company Serving over 8,000 customers from the U.S. Government and Fortune 500 companies, to your local municipalities and schools, Syntech Systems was awarded the World's Greatest Fuel Management Company by World's Greatest 2018 - Highest Credit Rating (AAAA1) Syntech retired its remaining long-term debt to become completely debt-free. The company continues to be recognized by 'Dun & Bradstreet' with a very high credit rating score (either a AAAA1 or AAAA2) for a business its size. 2017 - Florida State University College of Business Hall of Fame Syntech Systems CEO, Douglas Dunlap inducted in the Florida State University College of Business Hall of Fame for exceptional professional and personal achievements. 2015 - Innovation and Technology Business of the Year Awarded the 'Innovation and Technology Business of the Year' by the Greater Tallahassee Chamber of Commerce. 2016 - Made in Tallahassee Awarded the 'Made in Tallahassee' award by the Economic Development Council for companies who are headquartered in Tallahassee and whose products are marketed nationally.	*
17	What percentage of your sales are to the governmental sector in the past three years	81% of sales were made to customers in the governmental sector over the past three years.	*
18	What percentage of your sales are to the education sector in the past three years	14% of Syntech's sales were made to customers in the education sector over the past three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has state, provincial, or cooperative purchasing contracts with the following entities; sales volume for each over the past three years is also listed: Sourcewell - $5,388,471.00 Texas Buy Board - $646,044.00 Massachusetts Operational Services Division - $0.00	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Syntech has a GSA Contract, GS07F9154G, with a sales volume of $149,996.00 over the past 3 years.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Arkansas Department of Transportation	Mark Holloman	501-569-2667	*
City of Winter Park, FL	Luke Bryan	407-599-3593	*
City of Berkeley, CA	Greg Ellington	510-981-6469	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	

Naval Information Warfare Center / Defense Logistics Agency	Government	District of Columbia - DC	The scope of work is to maintain existing systems to include Preventive Maintenance (PM), Corrective Maintenance (CM), and Site Support under the responsibility of DLA's Central Maintenance Program (CMP). This work provides reliable, cost effective, and well-maintained systems at the fuel facilities for DOD worldwide locations. The systems consist of the Fuel Master FMU2550/2551/3500 series and auxiliary equipment installed by the contractor and documented in their equipment records. Maintenance of these systems requires the support of multiple technicians, help desks, and detailed logistics coordination. The Fuel Management Units (FMUs) are connected to fuel dispensers at the different service stations. This task order includes the electronic and electrical connections within the FMU and the dispenser. Mechanical and electrical connections between the FMU and the dispensers are the responsibilities of the site.	$4,745,019.75 $4,974,621.05 $3,825,916.55	$ 13,545,557.35	*
Department of Homeland Security	Government	District of Columbia - DC	Provide fleet telematics solutions to collect data from 8,805 vehicles across 313 Customs and Border Protection (CBP) locations across the United States, Guam, U.S. Virgin Islands and Puerto Rico. Additional requirements include installation, training and maintenance services on required hardware, software, systems, and equipment after Government acceptance.	$ 6,886,736.50 $ 69,642.26 $ 255,829.81 $ 275,889.15 $ 20,737.55 $ 20,737.55 $ 554,267.71 $ 260,913.19 $ 260,913.19	$ 8,605,666.91	*
North Carolina Department of Transportation (NCDOT)	Government	North Carolina - NC	Provide components for 182 Fuel Management Unit upgrades and 12,000 Automotive Information Modules, FuelMaster software upgrade and upgrade training.	$3,955,301.00	$ 3,955,301.00	*
Arkansas Department of Transportation (ARDOT)	Government	Arkansas - AR	Provide and install a turnkey fuel management system that aids the Arkansas Department of Transportation in the collection of fuel sale and inventory transactions. The system shall be integrated with the district automated tank gauges/tank monitor units (ATG/TMU) where applicable. Additionally, the contractor shall install required network communications infrastructure where required to ensure proper connection to the FMLive enterprise application. Furthermore, the contractor shall provide a fleet telematics solution capable of securing fuel sales transactions and transmitting on-board diagnostic data wirelessly to the fuel management system.	$ 2,583,723.00	$ 258,372.00	*

Ohio Department of Transportation	Government	Ohio - OH	Super Maintenance • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement	$ 82,632.00 $ 416,542.56 $ 497,052.50	$ 996,227.06	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Syntech Systems employs a direct sales force divided into ten regions across the US and Canada each headed by a Regional Sales Manager (RSM) and is the largest in the industry dedicated to Fuel Management. The RSM is responsible for management of the distributors in the region and with meeting directly with end users to provide a professional presentation of our products. Additionally the company employs ten sales specialists who support the RSM's for aftermarket sales & upgrades, commercial aviation, maintenance & repair, and national accounts. The Sales Force is further supported by a staff of five project managers and six support personnel including senior management for a total of 31 in the department. See attached "2020 SALES MAP with Canada" document for complete breakout of sales regions across the United States and Canada.	*
24	Dealer network or other distribution methods.	As detailed in Table 2, question 13, Syntech has cultivated a network of over 500 active distributors. These distributors are selected based on their dedication to customer support, their technical ability and staff, and their financial stability. This distributor base has complete coverage across the U.S. and Canada including more remote areas of Alaska, Hawaii, Puerto Rico and the Caribbean. All distributors receive extensive technical and sales training and must be certified and recertified every two years. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*
25	Service force.	Syntech also employs an in-house team of eight Field Service Representatives, to support and augment our distributor base, particularly with the more technical projects requiring additional expertise. Syntech distributors employ at least one FuelMaster certified technician on staff. With more than 2,000 FuelMaster-certified technicians across the U.S. and Canada, Syntech can provide world-class service wherever needed.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When Syntech made the decision to enter the commercial market in in 1987 (see question #7) we realized the distributors and technicians in the industry at that time supported mechnical equipment and were not familiar with complex computer equipment. This required that Syntech (1) develop modular hardware which could be easily repaired (2) employ sophisticated remote diagnostics to identify issues from Tallahassee, and (3) engage a highly responsive and competent support staff to maintain a 99% operational status for all equipment. This has led to the Syntech Customer Satisfaction Center which currently receives about 80,000 calls per year and maintains a customer satisfaction rating of about 95%. The single most important job is to RESTORE A DOWN FUEL SITE TO AN OPERATING CONDITION AS QUICKLY AS POSSIBLE AND IN HOURS AND NOT DAYS! Its operational parameters to achieve this and other services are as follows: (1) CSC includes a staff of 31 support personnel. (2) Four levels of support including 1st Level, 2nd Level, Applications Engineering, and Engineering Developers (3) 24/7 service, (4) Operational time goal of 99.5% (5) Call waiting time of not more than 5 min. (6) All calls be closed within three days (5) Special expedited call line for Distributors and technicians actively on a job site.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Syntech has customers and distributors in all fifty states, is currently providing products and services to all Sourcewell entities within the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Syntech has customers and distributors across all Canadian Provinces and Territories. Syntech is willing and able to provide our products and services to all Sourcewell entities throughout North America.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographical areas of the United States or Canada that Syntech Systems cannot provide service to.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors that Syntech will not be servicing through the proposed contract. Syntech provides the opportunity to use the Sourcewell contracts to all eligible customers.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcewell participating entities in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Syntech has a UNIQUE STRATEGY to market this contract which it uses for all its existing customers. It involves ENGINEERING UPGRADEABLE MODULES enabling the latest technologies to be implemented without complete system replacement. This results in significant cost savings to existing customers. Beginning in 2014 Syntech initiated R&D for a CLOUD BASED/Syntech HOSTED true real time software Fuel & Data collection system operable at any internet accessible location worldwide. Developed at a cost of over $30 Million, it is marketed as FMLive, and was purchased by the Department of Homeland Security (DHS) and is installed at 313 locations across the United States. Due to its significant financial strength, Syntech was able to fund the entire $30 million out of its operating budget without any borrowing. With Syntech maintaining 8,000 current customers who use the older Legacy Enterprise System, THE UPGRADEABLE MODULES to FMLive present a significant technological and cost opportunity. The total potential market value of this product over the next ten years is expected to be about $64,000,000 per year to the existing customer base, as Legacy users migrate to the Cloud. Sourcewell was utilized by Arkansas DOT to purchase this exact system and has nearly completed a 90+ site installation. The ten year contract value is estimated to be $5.18 Million, and it is expected that many other existing and new customers will also follow this identical path.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Syntech utilizes digital media to connect with a diverse audience through our website, Facebook, Instagram, and LinkedIn by featuring our products, services, and sales force. Engagement statics are analyzed then strategizes are updated and deployed accordingly. Quarterly communication updates for customers and distributors are executed with Constant Contact to allow evaluation of open rates, engagement appraisals, and campaign comparisons. Digital marketing and communication can be co-branded with Sourcewell to further communicate the awarded contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell provides a valuable asset by offering training to our sales force arming them with the knowledge to bring cost-savings to our current and potential customer base. Syntech continues to benefit from Sourcewell's legislative initiatives in advocating cooperative purchasing avenues across the U.S. and Canada. Sourcewell's mission is seamlessly woven into conversations and presentations that our staff conduct daily. Syntech attends over 100 tradeshows annually across the U.S. and Canada where we display Sourcewell-provided table flags in addition to our co-branded marketing literature. (SEE ATTACHED).	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is a priority and with the launch of new web-site technology in 2020 integrating an e-procurement option for our customers is scheduled as a phase 3 effort, with an estimated deployment date in Q2-2021	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Syntech uses its sound training experience to transfer knowledge to selected personnel on all systems, software, hardware, equipment and other technology installed in response to all objectives. We will institute a "train the trainer" program in every training evolution. Additionally, User, Operational, and Troubleshooting Manuals will be provided for all systems, software, hardware, equipment and other technologies. It has been our experience that training reinforcement is the best method by which individuals learn and retain knowledge. Our diverse education methods, perfected over decades by training over 8,000 customers, ensure maximum learning retention. The following proven training scenarios are available: On-Site Training - Training shall be provided on site immediately after system startup on each type of hardware/software component, directly with individuals responsible for each functional area: software, maintenance and vehicles. Webinars - Subsequently, a two-hour webinar conference will be scheduled after installation. This training is used to maximize retention of previously learned skills and to answer any questions personnel may have after using the systems. Online Customer Training Course (accessible online) – A self-paced customer class accessible online with a library of manuals, guides, and other technical and operational reference material will be available. This course provides users with the basic information needed to operate the FuelMaster FMU and FMLive software at the customers own pace. Classroom Training - Syntech offers a quarterly customer training at our corporate office in Tallahassee, Florida at no cost. This three-day course covers system software and hardware operations including common troubleshooting techniques. Classroom training mimics real world exercises (using actual dispensers, tank gauges and FuelMaster equipment) as closely as possible within the confines of a classroom. At the end of each training session, individuals attending the training will be given an exam to demonstrate their mastery of the training subject matter. Training data and test results will be maintained by Syntech and made available upon request. The training program is continually reviewed via attendee exams and surveys. Improvements are made to the training program when required. Data on training attendees, dates, curriculum, and test results will be maintained by Syntech and made available upon request.
37	Describe any technological advances that your proposed products or services offer.	At the heart of the system is Syntech's Software as a Service (SaaS) solution. FMLive is a web-hosted application--developed with industry-standard architecture and protocols to ensure stability and performance. Developed with state-of-the-art technology, Syntech ensures a secure and intuitive user experience, longevity of the application, and maximal opportunities for integration. The application also complies with Section 508 of the Americans with Disability Act. The technology built into FMLive resides in geographically dispersed data centers and provides the methodology for real-time centralization and storage of all fuel transactions, bulk fuel tank levels, and vehicle data collected through the FuelMaster Fuel Management Units (FMUs), Remote Data Collection Units (RDCUs), AIM2.4, AIM Titanium, FIT Compass, and bulk fuel tank level gauges. Data in-transit between the FMU(s) and the database is encrypted using modules validated to comply with the Federal Information Processing Standard (FIPS 140-2) utilizing Transport Layer Security (TLS 1.2) combined with PKI (Public Key Infrastructure) authentication. FMLive is highly configurable and customizable to support our diverse user base and their changing business requirements. FMLive's built-in technology resides within the Amazon Elastic Cloud Compute (EC2) environment. Furthermore, the application can be configured to auto-generate email notifications, allowing for real-time system-generated alerts based on FMU messages, fuel inventory and deliveries as required by operational and functional managers. FMLive aggregates data produced by the end user's fueling stations to allow for centralized management of invoicing, inventory, and maintenance resources. These real-time capabilities also permit the lockout of access media much like a bank card can be immediately cancelled by a financial institution, preventing fraudulent use and pilferage. The FMLive system creates a 360-degree data view that will increase the end user's ability to support daily operations. In addition, the FMLive server has provisions that allow for future upgradeability and or integration into the end user's asset and financial management systems. FMLive's customer facing application programming interface (API) allows for the quick import of user and vehicle data, as well as export of transactional data to third party fleet and asset management systems. Coupled with Business Intelligence (BI) and reporting technology, users may define custom reports to meet specific business needs. All reports are exportable into multiple flat file formats including, Excel, PDF, Word, and CSV. Reports can be scheduled to run on a periodic or as-needed basis. Furthermore, the reporting BI tool can be configured to automatically generate email notifications allowing for real-time system-generated alerts based on data, such as: sales, inventory, vehicle telematics and any other data required by operational and functional managers. The overall scope of any Fuel Management System is to provide turnkey fuel management solutions for capturing fleet fuel sale transactions at unattended service stations. Syntech provides the FuelMaster 4000 Series system, which delivers fuel transactional data and system status to the cloud-hosted enterprise in real-time. This real-time aggregation of data is performed using communications with enterprise servers, meaning transactions completed at FMUs are uploaded to the enterprise as soon as they are completed. Conversely,

		changes made in the enterprise server (e.g. proximity card authorizations/de-authorizations and FMU Configurations), are pushed to FMUs as soon as the records are saved. FMU pedestals are installed at the fuel islands and can control up to eight fuel points. Interfacing directly with installed fuel dispensing systems, FMUs receive fuel quantity data from mechanical or digital pulse emitting devices. Additionally, the FMU provides a wide selection of source media options, providing support for magnetic stripe cards, keypad entry, proximity cards/fobs (see list below for current list of supported formats) as well as proprietary Prokee and AIM devices. HID Standard 26BIT HID Standard 34BIT HID Corporate 1000 - 35BIT HID 36BIT Clock & Data HID 37BIT (w/o Facility Code) HID 37BIT (w/ Facility Code) HID Corporate 1000 - 48BIT With these supported authorization devices, the system provides configurable authorization workflows. The authorization workflow defines what steps must be taken by the operator interacting with the FMU in order to start a transaction (e.g. begin fueling). A workflow is a series of steps that must be followed in order to initiate a fuel sale, the FMLive system supports our proprietary devices like the AIM or Prokee as well as third party media to be the initiator. Central to the FMU is a custom embedded Linux Operating System (OS) that provides the flexibility to keep abreast with emerging technologies. This ensures that the FMU can meet future organizational needs. FMUs are configured to transmit system events, such as: fuel sale transactions, system messages, authorization attempts, inventory and fuel delivery data to the FMLive enterprise server in real-time and provide users with the most up-to-date operational and financial data. Additionally, an audit trail of all systems events and transactions is maintained throughout the system providing administrators the information to accurately trace data from cradle to grave. Systems are designed to withstand shock and vibration from routine use in the field including extreme temperatures of -40 ° F to +140 ° F. The FMU also conforms to National Electric Code (NEC), National Fire Code (NFC), and Confomité Européene (CE) for use in volatile fuel servicing area where fuel vapors may be present. In addition, Syntech's FuelMaster solution provides the capability of integrating Tank Monitoring Units (TMUs) inventory and delivery notifications into the enterprise application. Incorporating fuel tank inventories and deliveries into the application provides the customer with the data necessary to reconcile fuel sale transactions against inventories and provides low fuel level notification, ensuring on-time fuel deliveries. Finally, FMUs have the capability of transmitting transactional and system data to the cloud via the customers local area network either through ethernet or Wi-Fi. However, the recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats. See attached "FMLive Overview" document for more detail.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	A reduction of Carbon Emissions from the transportation sector is the key component of our nation's goal to reduce greenhouse gas emissions 40% by the year 2030. This would put our greenhouse gas levels below the 1990 mark and continue to drive progress towards our climate and clean air goals. Within the transportation sector, government programs have created initiatives to accelerate the management of carbon emissions with new technology for vehicles and heavy equipment. The fleet and transportation segments will continue to see more regulation in the future to ensure the use of clean technologies, especially along primary freight corridors. The Automotive Information Module (AIM Device) is the connected receiver to the vehicle's on-board diagnostic system (OBD). With AIM connected to the OBD, and Radio Frequency Identification (RFID) communication from the vehicle's AIM device to the Fuel Management Unit (FMU), vehicle data can be recorded and reported through the fuel management platform. The OBD is a computer-based-system designed to aid in the monitoring and management of major engine components. In addition to Engine Diagnostic Codes and indicators like Check Engine Light, dozens of other engine performance and driver behavior data points can be collected and reported. AIM reports such metrics as Engine Idle Time and Maximum Engine Oil Temperature. Additional data related to Oxygen Sensors, Exhaust Gas, and Fuel/Air Ratio are also available through an OBD via AIM. Syntech Systems is working with greenhouse gas conscience fleet managers to determine the bundle of data points desired to assist in managing their fleet to new clean air standards. The AIM technology is a true asset in collecting this data. We are eager to work with a local firm to tailor the system to provide the right data through AIM. With over 400 parameters available through the OBD, we can focus on the most important data needs for our customers. Advancements in technology, like AIM, will be a catalyst in our ability to achieve 80% reduction in greenhouse gas emissions by 2050.	*

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At Syntech, we understand the harmful effects that discarded electronics can have on the environment. With that in mind, Syntech has taken large strides in its effort to reduce the amount of heavy metals included in our products using the 2011/65/EU directive as our guide. This ensures RoHS compliance as we develop our products. Meaning there is a Maximum Concentration Value (MCV) for heavy metals and flame retardants covered by RoHS are as follows: • Lead (0.1 %) • Mercury (0.1 %) • Cadmium (0.01 %) • Hexavalent chromium (0.1 %) • Polybrominated biphenyls (PBB) (0.1 %) • Polybrominated diphenyl ethers (PBDE) (0.1 %)	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Syntech is a Veteran-Owned Small Business (VOSB) and Woman or Minority Business Entity (WMBE) that employs program/project management, engineering, deployment solutions, as well as, vehicle and logistics personnel with decades of experience. Furthermore, the core leaders of Syntech come from the realms of big business and government sectors, carrying the experience and knowledge of running large scale operations with multiple simultaneous task orders to our operational design.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Syntech is a highly qualified and responsive commercial vendor that has forged a comprehensive and technically competent team. Syntech is the most capable company within the fueling and fleet data management arena as evidenced by the vast experience it has obtained over the forty (40) years within the industry, as well as the demonstrated breadth and depth of its technical staff. Currently the company can cite the following experience in the government space, a quality unique to Syntech: - The company has ~8,000 individual customers worldwide operating ~3.5 million vehicles daily. - The company supports over 20,000 fueling locations worldwide, including ~897 units within the Department of Defense at 340 separate military installations. - Syntech has the most comprehensive technical support team in the fueling automation industry with ~8,800 units under active maintenance support at ~3,300 unique locations. - Included among the customer base are 28 State Departments of Transportation utilizing our Fuel Management Systems. - The company has sold and supports ~500,000 AIM Units (Automotive Information Modules) among ~560 different customers including ~18,000 by the Department of Homeland Security.	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	The basic warranty for each FuelMaster FMU provides coverage for parts and telephonic labor for a period of one year from date of start-up or fifteen months from date of shipment, whichever occurs first. Each Prokee is warranted against defects in material and workmanship for a period of five years. A toll-free number for technical assistance is also included. This line affords the customer access to product support personnel who will answer questions regarding operation of FuelMaster hardware or software and provide diagnostic capabilities when necessary. Under terms of this agreement, FuelMaster technicians will telephonically diagnose problems, with the assistance of the customer, to determine warrantable conditions, and possible problem solutions. Syntech will replace all defective parts and provide assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that the FuelMaster was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other systems are not designed this way and consequently do not offer warranties comparable to FuelMaster.	*

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All FuelMaster Fuel Management Systems must be initialized to validate the warranty of the equipment. Initialization is the startup, inspection, and tests performed to certify the installation. Initialization can be completed only by a Syntech FuelMaster technician, or a technician who has completed the Syntech FuelMaster Installation School. Final certification must be accomplished jointly by the Customer and Syntech factory trained personnel. When a Prokee or smartcard is inserted after initial power-up, FMUs will prompt the initializing technician to call 1-800-888-9136, ext. 1500, for an activation code. This number connects to Syntech's Customer Satisfaction Center (Help Desk). The caller will be forwarded to a Customer Satisfaction Center (CSC) technician who has a 1-page form to complete before providing the activation code. The caller will be asked pertinent questions about the site and FMU. The CSC technician will need the FMU serial number to generate an activation code. It is very important the FMU is assembled with the correct upper cabinet which matches the pedestal with the serialized ID plate. If not, the activation code will not activate the FMU.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Systems comes standard with a 1-year (or 15 months from shipping date) warranty that covers support and distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise. After the warranty period, Syntech offers three extended maintenance plans with varying levels of support, allowing the customer to choose the best package for their operations.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	There are no geographic areas for which Syntech cannot provide a certified repair technician. The primary method for warranty repairs is to ship replacement parts to the customer to replace with assistance from the CSC. If the Customer is unable to replace the parts, the warranty covers distributor visits for those tasks that cannot be performed by the customer or areas that require a higher level of expertise.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Associated equipment including printers, personal computers, and other items not manufactured by Syntech Systems, Inc. are warranted to the extent covered by the original manufacturer. Syntech does warrant the interface of OEM products to all FuelMaster equipment and will assist any customer in further obtaining warranties when it is determined to be appropriate.	*
47	What are your proposed exchange and return programs and policies?	Syntech allows Return or Exchange of FuelMaster parts generally at no charge. Under the maintenance programs, we require that failed parts be returned for analysis and possible repair. Syntech generally provides the customer with a pre-paid shipping container to facilitate this process.	*

48	Describe any service contract options for the items included in your proposal.	Manufacturer's Warranty: Standard Warranty All FuelMaster units come with a manufacturer's warranty of 12 months from installation or 15 months from date of shipment, whichever comes first. This standard warranty provides: • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). Super Warranty The standard warranty on your FuelMaster units can be upgraded to our super warranty level to provide the following additional coverage: • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits as required AIM Module Warranty The basic AIM warranty period that comes standard with purchase for each module is 12 months from the date of shipment and provides: • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement Extended Warranty Plans: There are several support options available to extend your manufacturer's warranty on your FuelMaster units and AIM modules. These extended warranty plans are designed as a way to preserve your investment in FuelMaster. Customers under all support plans are provided with a toll-free number and have access to FuelMaster technicians to assist in operations and diagnostics. Listed below are our extended warranty options: Limited Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • 10% discount on repair parts Standard Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free software/firmware updates • Free required repair parts (exclusions are Acts of God, surge repair kits, vandalism, and faulty installation or operation by a vendor. This also does not cover site visits by FuelMaster technicians if required). Super Maintenance • Unlimited 24/7 phone support and diagnostics with no holiday restrictions. • Free software/firmware updates • Free required repair parts • Free Surge Repair Kits • Acts of God Coverage • Free FuelMaster certified technician site visits AIM Module Maintenance • Unlimited phone support and diagnostics from 8:00am – 8:00pm EST Monday through Friday, excluding federal holidays. • Free Firmware Updates • Failed hardware replacement See attached "Warranty and Maintenance Plans" document	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Standard Payment Terms are NET 30 but we are flexible with customers and distributors when circumstances require. The nature of the industry is often long lead times between ordering and final completion causing cash flow problems for distributors, and pressure on Sourcewell Members to make advance or progress payments. We work with both parties to assure contracts are executed and completed satisfactorily and payments are as timely as possible.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Syntech can arrange with leasing organizations to provide financing proposals to customers, depending on credit & financial qualifications. Syntech is always willing to work with any Government or Education Agency in creating a leasing plan and finding the best financial institution.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	When Syntech receives an order through Sourcewell, the Customer ID is created with a distinct code, which identifies the order as a Sourcewell Contract order. This both ensures the customer receives the negotiated Sourcewell Contract discount and provides a method for reporting to Sourcewell. Syntech's accounting department runs a monthly activity report to specifically identify Sourcewell Contract orders. Every quarter, the monthly reports are consolidated into a spreadsheet that is provided to Sourcewell along with the 2.5% administrative fee for all Sourcewell Contract orders.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Syntech does accept purchases using the P-card procurement and payment process, there are no additional fees for using this process.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Syntech provides a 10% discount and additional volume discounts on all product categories, except for services, extended maintenance plan and shipping & handling. Product categories that do not receive discounts are identified in the Syntech Equipment and Services Catalog under the following headings: FMLive SERVICES EXTENDED WARRANTY MAINTENANCE PLANS TRAINING SERVICES CUSTOMER SUPPORT SERVICES SHIPPING AND HANDLING COSTS All other products receive the 10% discount, see attached "Detailed Pricing Data" spreadsheet for a list a list of all products offered with discount.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing to Sourcewell participating agencies is represented as a 10% discount from the manufacturer's suggested retail price (MSRP) from all hardware included in the attached Equipment and Services Catalog.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	In addition to the 10% discount, Syntech will negotiate greater discounts on larger opportunities.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items or equipment not listed in Syntech's Product and Services Catalog are typically provided at cost plus a markup percentage. In some cases, based on general need of the open market item, the item may be added to the Product and Services Catalog, at which point Syntech will provide an updated copy to Sourcewell.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The most common costs beyond Syntech equipment are site preparation and installation. It is typical for a customer to have an existing fuel island with operational fuel tanks, pumps and dispensers. However, if the customer has never had a fuel management system, additional hardware such as mechanical pulsers or digital pulse output circuit boards may need to be added to their existing equipment. Additionally, installation material like conduit and cabling prices vary based on the location, and quantity required is determined by physical layout of the fueling site(s). In some cases, installation may require underground conduit, which in turn may require trenching. Furthermore, a large fueling site may require multiple Fuel Management Units (FMUs) increasing the volume of installation material and labor required to complete the installation, all of which impacts the total installation cost. In some scenarios, Syntech may be replacing a competitor's system, which does generally lower the overall cost, as the required conduit, for the most part, is already in place. However, every installation varies. Quotes for installation are best when an onsite assessment can be completed by a local certified installer or Syntech Field Service Representative. A major component of our services is to guide the Sourcewell Member through this process to facilitate a successful project at the lowest practical cost!	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Syntech offers fixed fee handling and freight (ground) charges for several items within the Continental United States, including: FMU/Satellite Unit Legacy Mobile Upgrade (Upper Cabinet Components) PowerVar Three Line Display Pedestal Receipt Printer Ligowave Electronic Interface Dispenser Kit AIM Kit Additionally, when customers use their own freight accounts, Syntech offers handling only options. All other orders will use a handling and freight fee based on the total dollar value of the order. Finally, freight charges for any location outside the Continental United States is based on estimates provided by the carrier using the weight and dimensions of packages to be shipped. See page 32 of the attachment "Syntech Equipment and Services Catalog- Effective June 2020"	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	With customers all over the globe, Syntech regularly ships items to areas outside of the Continental United States. Delivery terms are based on customer requirements and project timelines. Freight charges for locations outside the Continental United States are based on estimates provided by the carrier, using the weight and dimensions of packages to be shipped.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Syntech has cultivated a network of over 500 active distributors. These distributors are FuelMaster certified installation, repair and maintenance companies who have been factory certified to work on FuelMaster equipment, to include; fuel management systems, Fuel Management Units (FMU), AIM systems and read/write key devices and associated systems or units. As members of the Petroleum Equipment Institute (PEI) these distributors have on-staff personnel who are certified to install, maintain and repair bulk fuel level monitoring systems or Automated Tank Gauges (ATG) systems, fuel pumps/dispensers (to include hoses and nozzles), electrical/mechanical systems, information technology systems, environmental compliance systems and to perform project/program management in their geographic areas of operation. Syntech employs these local area FuelMaster certified distributors to render expertise in the aforementioned areas of knowledge to provide installation services and to provide rapid response to maintenance and repair needs reducing cost to the customer.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.		

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our self-audit process begins with the receipt of new purchase orders, the order is first evaluated to determine if the customer is a Sourcewell participating entity. If identified as such, purchase orders are validated to ensure the entity is receiving the negotiated Sourcewell contract pricing. Once confirmed, the order is processed. Each customer has a unique Customer ID within our order system, Sourcewell participating entities receive a distinct contract code embedded in their customer ID. This allows us to quickly identify the participating entity, and guarantees they receive contract pricing on all subsequent/future orders. Syntech's accounting department generates weekly and monthly reports, providing them to Sales and Marketing, for use in evaluating contract performance metrics. Additionally, a quarterly report is generated to calculate the Sourcewell administrative fee, the report is reviewed for accuracy and when approved by the CFO , a check is issued and delivered to Sourcewell along with the quarterly report.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Syntech proposes a 2.5% administrative fee to be paid to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract. The 2.5% fee is calculated as a percentage of sales under the contract, it is not a line-item addition to the participating member's cost of goods.	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Syntech Systems is offering world class fuel management systems, trusted by the Department of Defense and Department of Homeland Security. For a more detailed description of our products and services, please review the attached Equipment and Services Catalog.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Fuel Management, Fuel Inventory Tracking, Fuel Accounting, Fleet Management, Telematics, Data Management, Cloud Hosted Services, Real-Time Data Collection, Business Intelligence, Information Security	*

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

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

Line Item	Category or Type	Offered *	Comments	
66	Aboveground fuel and fluid storage tanks	○ Yes ◉ No	Syntech partners with entities offering aboveground fuel and fluid storage tanks, providing fuel and fleet management hardware, software, and other ancillary services.	*
67	Fuel and fluid hardware	◉ Yes ○ No	See Equipment and Services Catalog	*
68	Fuel and fluid management software	◉ Yes ○ No	See Equipment and Services Catalog	*
69	Installation, testing, maintenance or repair services	◉ Yes ○ No	See Equipment and Services Catalog	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Syntech reports all Sourcewell transactions on a monthly basis in its Monthly Sales Report including Customer, Sales Volumn, transaction count and totals for the month and Year to Date and comparison to the prior year. These values are compared to historical totals beginning in 2011 and evaluated for adequate growth. Additionally, individual Regional Sales Managers use of Sourcewell is reported and evaluated for effectivity of use and meeting objectives.	*
71	Describe the security systems in place for protecting and controlling access to your solutions.	User accounts are created with unique usernames that then become the account identifier throughout the system. The account also requires a first and last name be entered which allows the administrator to correlate the unique identifier with the proper name of the individual. Additionally, the accounts are assigned roles and organization during creation. Role-based access ensures that the account is created using the least privilege principle while the organization assignment determines whose data the account is authorized to view. By default, FMLive institutes single-factor authentication with a username and password. Accounts are required to use complex passwords, meeting the requirements of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63B (June 2017) or NIST SP 800-63-2 (August 2013) based on the customer's preference. NIST 800-63B Requirements - Contain at least 8 characters. - Not be identical to any of the user's last 4 passwords. - Not contain 4 of the same character in a row. - Not be a dictionary word. - Not be a password which has appeared in publicly documented data breaches of other applications. - Not contain personal information such as names, telephone numbers, account names, or birth dates. - Not contain FUELMASTER, FMLive, or Syntech. NIST 800-63-2 Requirements - Contain at least 15 characters. - Contain a mix of upper case letters, lower case letters, numbers, and special characters. - Not be identical to any of the user's last 10 passwords. - Not contain personal information such as names, telephone numbers, account names, birth dates, or dictionary words. - Differ from the previous password by at least four consecutive characters. If multifactor authentication is desired, the application also supports Personal Identifiable Verification (PIV) credentials, providing two-factor authentication using a hardware token. PIV credentials allow for a high level of assurance in the individuals that access FMLive because they are only issued by trusted providers to individuals that have been verified in person. PIV credentials are highly resistant to identity fraud, tampering, counterfeiting, and exploitation. When using PIV credentials FMLive maps the authenticated identity to an individual system account using the certificate name. If the user accessing the system has entered the correct PIN, the certificate name is valid in the application database to which the user will be granted access.	

		FMLive system and application logs are configured to log enough information to determine what type of event occurred, the date and time of the event, the location of the event, the source of the event, the outcome (success or failure) of the event, and the identity of the user/subject associated with the event and are monitored by the Syntech application administration team. The Application generates time stamps for all recorded events; all hosts and devices utilize Coordinated Universal Time (UTC) to ensure all events are correlated with a single authoritative source regardless of time zone. FMLive instances are built to meet the requirements of the most security-sensitive organizations. Amazon EC2 works in conjunction with Amazon Virtual Private Cloud (VPC) to provide security and robust networking functionality for your FMLive deployment. The VPC environment provides layered protection of the application and system resources. The first layer is the environment, which employs a deny-by-default firewall, only allowing access to whitelisted IP addresses/range provided by the customer and only for the ports required for HTTPS communication between the customer network and FMLive application server. Access to FMLive servers in AWS requires Multi-Factor Authentication (MFA) in addition to a whitelisted IP address. MFA is a simple best practice that adds an extra layer of protection on top of the username and password. When Syntech Operations administrators attempt to sign into an AWS website, they will be prompted for their username and password (the first factor—what they know), as well as for an authentication response from their AWS MFA device (the second factor—what they have). Taken together, these multiple factors provide increased security for your AWS account settings and resources. Auditable events are captured and stored at every layer within the system, recording and storing actions made within the environment. Capitalizing on the AWS CloudTrail provides increased visibility into user and resource activity by recording actions and API calls. This allows for identification of users and accounts that have called AWS, the source IP address from which the calls were made, and when the calls occurred. Next, the host virtual machines maintain audit logs for operating system level events. After the operating system level log, the system audit log tracks TLS authentication attempts and configuration changes, recording the username or hostname, time/date, event type, category (successful/unsuccessful) and source IP address of the machine where the attempt was made. Finally, the application log records identity of the users and devices that attempt to authenticate to the FMLive application. The application records user authentication attempts and account modifications (password changes, expired passwords, dormant account expiration, and account creation). Application audit data is stored in the FMLive database, and access is restricted to users with the 'Security' role assigned to their user account. Audit logs are reviewed for signs of unauthorized access and elevation of information system privileges, unauthorized access to files, changes in access patterns, and repeated failed access attempts.	*
72	Describe how you will secure any participating entities' data captured during transactions.	The FMLive system is designed and developed to be compliant with NIST 800-53r4 security controls, meeting the threshold of a moderate baseline with many controls being compliant to the requirements of a high baseline. Communication between the FMU(s) and FMLive relies on a public key infrastructure (PKI), providing encryption of data using the TLS 1.2 (Transport Layer Security version 1.2) standard. Capitalizing on the use of the Federal Information Processing Standard 140-2 (FIPS 140-2) validated Bouncy Castle Java API, the system encrypts data to Department of Defense requirements, ensuring protection of all data in-transit. The recommended communication medium is cellular modem, providing the system with the flexibility, reliability and security of a private cellular network. Thus, the Syntech 4000 series FMU delivers the technology that will reduce the requirement for costly infrastructure upgrades and provide the network security protocols necessary to combat emerging cybersecurity threats.	*

73	Describe how your solutions can improve efficiency of fuel and fluid storage and dispensing.	One method for improving fuel efficiency is by monitoring driver behavior, our telematics systems report on vehicle speed, rapid acceleration and hard braking, all behaviors that negatively impact fuel efficiency. Studies show that fuel economy decreases at a rate of $0.20 per gallon for every five MPH increase in vehicle speed. Our systems identify vehicle speeding and harsh braking events. This information helps you understand and support good driving across your fleet. Fleet managers can also use the data provided by our system to analyze Vehicle-specific data on idling and driving behavior allowing them to accurately identify inefficient or abnormal activity by measuring changes over time with fuel and trend reports. Rather than trusting manual systems for tracking vehicle maintenance requirements, our system tracks engine run time and mileage, allowing Fleet Managers take the guesswork out of maintenance, reducing vehicle down time and optimizing fuel efficiency. Finally, the lack of a fuel management system often leads to theft, as has often been witnessed by employees filling their personal vehicle from the company's fuel tanks. The FuelMaster Fuel Management Unit (FMU) prevents theft requiring company issued authorization devices for fuel transaction authorizations. Our Automotive Information Module can also prevent other cases of fuel theft ensuring that every drop of fuel makes it into the vehicle.	*
74	Describe how you work with participating entities to ensure environmental best practices are followed.	Syntech works with its partners to ensure Sourcewell participating entities operate fuel stations that are compliant with all local, state, and federal environmental regulations including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, NEC and NFPA 30. Syntech and its it's partners perform site assessments pre and post installation to identify, communicate and remediate all potential issues that may impact compliance with environmental best practices.	*
75	Describe how your organization meets all relevant environmental regulations.	Syntech Systems, Inc. is dedicated to conduct all of its operations in the safest and most environmentally sound method possible. Compliance with internal General Safety Rules as well as certifying our products with applicable federal, state, and local safety codes assists us in achieving this objective. Fuel management by itself is considered a green product as it controls fuel, limits fuel spills, and provides accountability. Our patented Automotive Information Module (AIM) takes the green discussion to a new level. Syntech was on the cutting edge of the green initiative when it developed in 1996, the first AIM module as one of our green products. Several Clean Cities Coalition groups have partnered with us to raise the awareness level of fleet managers on the green aspects of our AIM product. This RFID module prevents a dispenser from being activated until the nozzle is inserted into the filler neck; it facilitates fuel accountability and inventory control; it records & monitors emission parameters; it eliminates accidental spills; works with alternative fuels such as Compressed Natural Gas, LPG, and Ethanol products; and, measures vehicle efficiency; and calculates idle time. There are many guidelines defining fuel dispensing and installation for electrical equipment. There are also many guidelines for installations in areas where Class I liquids are stored or handled and where Class II or Class III liquids may be stored at or above their flash points. The installer must be knowledgeable of the National Electric Code and any other applicable safety codes and standards. Syntech Systems, Inc. FuelMaster equipment and technicians comply with applicable federal, state, and local safety codes and standards. FuelMaster fuel management units have been designed to meet the following standards: National Electrical Code, NFPA #70 2011 Uniform Fire Code Underwriters Laboratories UL1238 and 913 CSA C22.2 No 142 & 157 FCC Part 15, Class A National Weights and Measures Certification Intertek - Intertek provides safety and performance certification services to nationally recognized standards for a wide range of electric, gas and oil-fueled products. These products range from commercial/consumer appliances to HVAC equipment to manufactured wood products. Items listed in our online directories will bear one of the ETL Listed, ETL Verified, ETL-EU, and GS, S RoHS ASTA or Warnock Hersey Listed marks. FuelMaster equipment is tested by Intertek to meet Underwriter's Laboratory (UL) 1238 and specific FuelMaster equipment meets UL913. FuelMaster equipment has also been certified to Canadian standards with CSA certification. For more on this certification, please visit http://www.intertek.com/directories/ National Conference on Weights and Measures – The FuelMaster FMU console/Controller is certified for use at self-service retail sites, tanker trucks, and any	*

		automated, fuel dispensing for any application ranging from small service stations to large scale fleet operations. The system provides the customer with a means to control access to petroleum products at un-manned locations and to account for and invoice the dispensed product. Certificate number: 02-115 For more information on this certification, please visit http://www.ncwm.net/ California Air Resources Board – CARB's mission is to promote and protect public health, welfare and ecological resources through the effective and efficient reduction of air pollutants while recognizing and considering the effects on the state's economy. CARB test methods are formal written procedures for measurement of physical parameters related to air pollution. These include pollutant emissions concentration and mass flow rate, materials properties such as asbestos content of solids and volatile organic content of wastes, and various aspects of the performance of vapor recovery systems at service stations, bulk plants and terminals. Additionally, these procedures are used for conducting emission tests on mobile sources of pollution, such as cars, trucks, motorcycles, boats, and off-road equipment. For more information on this certification, please visit http://www.arb.ca.gov/homepage.htm European Certification - FuelMaster has been certified to meet the CE standards. CE Marking is a mandatory legal conformity requirement for all products sold within the European Union that fall within the scope of a CE marking directive. By affixing a CE Marking logo to a product and signing the Declaration of Conformity, a product supplier is declaring to the EU authorities that the requirements of all applicable directives have been met. Depending on the directive, involvement of a European Union 'Notified Body' may be mandatory or voluntary. For more information on this certification, please visit http://www.tuv-sud.co.uk/uk-en In addition, Syntech and all partner distributors are required to comply with all local, state, and federal environmental protection regulations, including but not limited to applicable parts and subparts of 40 CFR, 33 CFR, 32 CFR, 49 CFR, 29 CFR, and NFPA 30	
76	Describe any regulatory infractions or sanctions against your products or completed projects within the past 5 years.	Syntech has never been subjected to any regulatory infractions.	*

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

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

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

Documents

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

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

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

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

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

- Financial Strength and Stability - Syntech - Financial Statements & Line of Credit.zip - Monday September 28, 2020 10:41:48
- Marketing Plan/Samples - Syntech - Marketing Plan.zip - Monday September 28, 2020 10:52:45
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty and Maintenance Plans.pdf - Tuesday September 29, 2020 14:18:33
- Pricing - Syntech Equipment and Service Catalog- Effective June 2020.zip - Monday September 28, 2020 11:45:02
- Additional Document - Additional Documents.zip - Tuesday September 29, 2020 14:17:56

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sara Dunlap Fletcher, Marketing/Operations Manager, Syn-tech Systems, Inc.

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

○ **Yes** ◉ **No**

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

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

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

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for Riverbed SteelCentral network monitoring equipment and software licenses.

ALEA Cybersecurity grant.

Amount of Contract:

$130,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
20221020 CDW Agenda Package POs	Cover Memo	10/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:33 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
912	2023	(5000) INFORMATION TECHNOLOGY	RIVERBED STEELCENTRAL COMPUTER NETWORK MONITORING EQUIPMENT AND SOFTWARE LICENSE (OMNIA/NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$130,000.00	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER NATIONAL IPA #2018011-01 AND YOUR QUOTE #MZJN793.			
	THIS GRANT IS TIME SENSITIVE. SOFTWARE MUST BE RECEIVED AND PAID BY 11/30/22,			
001	ITEM: Riverbed SteelCentral NetShark 2180 network monitoring device Supplier Part No: 5514809 Manufacturer Part No: SCAN-02180 Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	0.00000	0.00
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 9105fola
	Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: Riverbed expansion module Supplier Part No: 3609523 Manufacturer Part No: NIC-1-010G-2SFPP-C Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	6315.66000	6315.66
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			6315.66
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	ITEM: RIVERBED SC APPRESPONSE 2180 CONFIG Supplier Part No: 5514811 Manufacturer Part No: SCAN-02180-B010-C Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC:	1.00 EA	5088.34000	5088.34

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	43000000			
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			5088.34
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	ITEM: SteelCentral AppResponse license 1 license Supplier Part No: 5514812 Manufacturer Part No: LIC-SCAN-02180 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	15088.66000	15088.66
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			15088.66

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	ITEM: Riverbed SFP transceiver module 10 GigE Supplier Part No: 3609526 Manufacturer Part No: TRC-1-SFPP-SR-C Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	2.00 EA	505.71000	1011.42
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			1011.42

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	ITEM: RIVERBED DEFAULT SW VERSION Supplier Part No: 2783681 Manufacturer Part No: OS-DEFAULT Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	0.00000	0.00
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	ITEM: Riverbed power cable Supplier Part No: 2840552 Manufacturer Part No: PWR-CORD-US Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 26121600	2.00 EA	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	ITEM: SteelCentral AppResponse Application Stream Analysis Module	1.00 EA	3675.21000	3675.21

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Small v 11 Supplier Part No: 4472047 Manufacturer Part No: LIC-SCAN-ASA-SM Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000			
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			3675.21
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	ITEM: SteelCentral AppResponse Application Stream Analysis Module Small mainten Supplier Part No: 4472039 Manufacturer Part No: MNT-LIC-SCAN-ASA-SM Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	856.20000	856.20

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 8

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			856.20

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

010	ITEM: RIVERBED STEELCENTRAL APP RESP GOLD Supplier Part No: 5495512 Manufacturer Part No: MNT-GLD-SCAN-80 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	4127.40000	4127.40
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			4127.40

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	ITEM: Riverbed SteelCentral NetProfiler 4280 Network Appliance Supplier Part No: 6716876 Manufacturer Part No: SCNP-04280-PTO Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	ITEM: Riverbed SteelCentral NetProfiler 4280 B010 2U Network Appliance Supplier Part No: 5505221 Manufacturer Part No: SCNP-04280-B010 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	14699.65000	14699.65
1	5300.30.15.0000.0000.1530.0000.0000.47010. E G-CYBMIT .CAPEQUIPMT. .			14699.65

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
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	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
013	ITEM: SteelCentral NetProfiler license 100000 flows per minute Supplier Part No: 5495065 Manufacturer Part No: LIC-SCNP-04280-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	23269.94000	23269.94
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			23269.94

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
014	ITEM: RIVERBED STEELCTRL NETPROFILER LIC Supplier Part No: 5580275 Manufacturer Part No: LIC-SCNP-04280-ASM-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	2164.17000	2164.17
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			2164.17

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
015	ITEM: RIVERBED DEFAULT SW VERSION Supplier Part No: 2783681 Manufacturer Part No: OS-DEFAULT Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
016	ITEM: Riverbed power cable Supplier Part No: 2840552 Manufacturer Part No: PWR-CORD-US Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 26121600	2.00 EA	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
017	ITEM: Riverbed Gold Support extended service agreement 1	1.00 EA	2870.49000	2870.49

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	year shipment Supplier Part No: 5496963 Manufacturer Part No: MNT-GLD-SCNP-80 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000			
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			2870.49
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
018	ITEM: RIVERBED STEELCNTRL NETPROFILER SUP Supplier Part No: 5495069 Manufacturer Part No: MNT-LIC-SCNP-04280-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	5428.89000	5428.89

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			5428.89

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

019	ITEM: RIVERBED STEELCNTRL NETPROFILER SUP Supplier Part No: 5576808 Manufacturer Part No: MNT-LIC-SCNP-04280-ASM-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	501.77000	501.77
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			501.77

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
020	ITEM: Riverbed 2280 SteelCentral Flow Gateway Appliance Supplier Part No: 6716884 Manufacturer Part No: SCFG-02280-PTO Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
021	ITEM: Riverbed SCFG 02280 SteelCentral Flow Gateway Supplier Part No: 5811984 Manufacturer Part No: SCFG-02280-B010 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	7349.83000	7349.83
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			7349.83

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
022	ITEM: SteelCentral Flow Gateway license 100000 flows per minute Supplier Part No: 5495039 Manufacturer Part No: LIC-SCFG-02280-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	7814.01000	7814.01
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			7814.01

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 20

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
023	ITEM: RIVERBED DEFAULT SW VERSION Supplier Part No: 2783681 Manufacturer Part No: OS-DEFAULT Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	0.00000	0.00
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
024	ITEM: Riverbed power cable Supplier Part No: 2840552 Manufacturer Part No: PWR-CORD-US Manufacturer Name: RIVERBED INC Supplier Quote No: 1503:MZJN793 NIGP: UNSPSC: 26121600	2.00 EA	0.00000	0.00
	1 5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
025	ITEM: Riverbed Gold Support extended service agreement 1	1.00 EA	1417.99000	1417.99

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 22

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	year shipment Supplier Part No: 5496958 Manufacturer Part No: MNT-GLD-SCFG-80 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000			
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			1417.99
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
026	ITEM: Riverbed Software Support technical support for Riverbed SteelCentral F Supplier Part No: 5495046 Manufacturer Part No: MNT-LIC-SCFG-02280-100K Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	1349.34000	1349.34

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 23

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			1349.34
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
027	ITEM: RIVERBED STEELCENTRAL IMPLEMENT SVC Supplier Part No: 3929051 Manufacturer Part No: SVC-C-0325-PFPK-0302 Manufacturer Name: RIVERBED INC Supplier Quote No: 33485:MZJN793 NIGP: UNSPSC: 43000000	1.00 EA	26971.03000	26971.03
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-CYBMIT .SOFTWARE . .			26971.03

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 24

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference CHATU Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 130000.00

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

Account	Amount	Remaining Budget
E G-CYBMIT .CAPEQUIPMT. .	14699.65	399.78
E G-CYBMIT .SOFTWARE . .	115300.35	.00

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

Account	Amount	Remaining Budget
5300.30.15.0000.0000.1530.0000.0000.42115.	115300.35	
MISC POLICE GRANTS EXP SOFTWARE COSTS		
5300.30.15.0000.0000.1530.0000.0000.47010.	14699.65	
MISC POLICE GRANTS EXP EQUIPMENT (GREATER $5000)		

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

Bill To	Requisition 00000912-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 25

Vendor	Ship To
CDW GOVERNMENT LLC	MIT
230 N MILWAUKEE AVE	651 CHURCH STREET
	MOBILE, AL 36602
VERNON HILLS, IL 60061	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/18/22	272932	10/18/22			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	10/18/22	MARK PEARSON	Auto approved by: 91057606		
	Approved	10/18/22	SCOTT KEARNEY			
	Approved	10/18/22	TAYLOR HARRIS			
	Approved	10/18/22	NANCY NGUYEN	Auto approved by: 910518653		
	Approved	10/18/22	TRAVIS MARSHALL	Auto approved by: 910518653		
	Approved	10/18/22	RANDY THREADGILL	Auto approved by: 910518653		
	Approved	10/20/22	DONNA MICHELE STANLEY	Auto approved by: 910516727		
	Approved	10/20/22	DONALD ROSE	Approved by: 9105fola		
	Approved	10/20/22	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	10/20/22	KAREN NAMAN	Auto approved by: 910516727		
	Approved	10/20/22	JOHN PAINE	Auto approved by: 910516727		
	Approved	10/20/22	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9

Awarded to:

Contract # R220801

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that CDW-Government LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Collectively, CDW-G is unmatched in the depth and breadth of experience with the top three public cloud providers, AWS, Azure and Google Cloud Platform. Certified technical specialists to advise, plan, implement and manage unique and critical hybrid IT environment. Professional Services for multicloud span an incredible array of disciplines and technologies, and every critical path is covered.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Due to the complexity and diversity of cloud offerings, please contact your CDW-G Account Rep for pricing.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35648

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 Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

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 Omnia Partners Public Sector ("Omnia"), a national 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 various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia 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 Omnia, 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 Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia'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:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Truck Equipment Sales Inc for one International lift truck with 43ft Versalift articulated boom for Traffic Engineering.
General fund.

Amount of Contract:

$168,510.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221020 Truck Agenda Package POs	Cover Memo	10/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:32 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
695	2023	(F7000) MOTOR POOL	INTERNATIONAL LIFT TRUCK WITH 43FT VERSALIFT ARTICULATED BOOM FOR TRAFFIC ENGINEERING (SEALED BID 5721)	$168,510.00	(208560) TRUCK EQUIPMENT SALES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00000695-00 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
TRUCK EQUIPMENT SALES INC	MOTOR POOL
4700 RANGELINE RD	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36619	CARTERD@CITYOFMOBILE.ORG
Tel#251-666-8606	Delivery Reference
Fax 251-666-8676	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	208560	10/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ARTICULATED TELESCOPIC TRUCK: 2022 OR NEWER INTERNATIONAL 4X2 CHASSIS WITH VERSALIFT V0-43-1 43FT UN-INSULATED ARTICULATED TELESCOPIC DEVICE. SS PER MY BID #5721 AND YOUR QUOTE	1.00 EACH	168510.00000	168510.00

Additional Description Notes

2022 OR NEWER INTERNATIONAL DC 4X2 CHASSIS WITH MOUNTED VERSALIFT V0-43-1 43FT UN-INSULATED ARTICULATED TELESCOPIC DEVICE. REQUESTED BY TRAFFIC ENGINEERING 2060.

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02060 .VEHICLEEXP. . 168510.00

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 168510.00

Bill To	Requisition 00000695-00 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
TRUCK EQUIPMENT SALES INC 4700 RANGELINE RD MOBILE, AL 36619 Tel#251-666-8606 Fax 251-666-8676	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/13/22	208560	10/13/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	***** Project Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	E MP02060 .VEHICLEEXP. .		168510.00	31905.40
	***** General Ledger Summary Section *****			
	Account		Amount	Remaining Budget
	7000.40.20.0000.0000.2070.0000.0000.47120.		168510.00	
	MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)			

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

Activity	Date	Clerk	Comment
Approved	10/14/22	CHARLES SUMRALL	Reviewed and approve
Approved	10/19/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/19/22	JAMES DELAPP	
Approved	10/19/22	MARC VASSALLO	Auto approved by: 910518527
Approved	10/20/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	10/20/22	DONALD ROSE	Auto approved by: 9105paij
Approved	10/20/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	10/20/22	KAREN NAMAN	Auto approved by: 9105paij
Approved	10/20/22	JOHN PAINE	
Approved	10/20/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID 5721

43 FOOT UN-INSULATED ARTICULATED TELESCOPIC DEVICE MOUNTED ON A 4 X 2 CHASSIS

	TRUCK EQUIPMENT CO	ALTEC
AERIAL	$168,510.00	$220,573.00

*4 NO BIDS

*1 LATE BID RETURNED

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/17/2022	5721	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 9, 2022

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx 2-4	**43 FOOT UN-INSULATED ARTICULATED TELESCOPIC DEVICE MOUNTED ON 4 X 2 CHASSIS** 43' foot Un-insulated Articulated Telescopic Device Mounted on 2022 or Newer Ford F550, 4 x 2 or Equal Chassis as per the following and attached specifications. Aerial Make _____ Model _____ Chassis Make _____ Model _____ Year _____ GVW _____ Provide Literature and Specification on product bid. Upon award the City will purchase a minimum of (2) one 43 foot Un-insulated Articulated Telescopic Device on a 4 x 2 Chassis. Business License Required – See Instructions #14. Vendor shall include in his price a minimum training of 1 day (8 hours) in the operation of aerial device and a minimum training of 1 day (8 hours) in the service and maintenance of aerial device. Include certificate of origin or certificate of title as appropriate in your bid price.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing shall be good for a (3) three-month period from date of award.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

1. **One (1) 40ft Un-Insulated Articulated Telescopic Aerial Device on a Super Duty DRW Chassis with the following MINIMUM specifications:**

	Vehicle Specifications	YES	NO	Comments
3.	Chassis Cab – Regular 2.5 Ton			
4.	Drive Type – Dual Rear Wheel			
5.	Engine – Cummins 6.7			
6.	Battery – 12 volts; 750 – cca/78-amp-hr			
7.	Alternator – 350-amp			
8.	Transmission – Allison automatic			
9.	Wheelbase – 169.3 in			
10.	Height – 82.4 in.			
11.	19.5" Grey Painted Steel Rims w/ tires suited for type duty.			
12.	Cab-to Rear Axle Dimension – 84 in. (2.14 m).			
13.	Frame Resisting Bending Moment – 530,000 in-lbs.			
14.	GVWR – 17,500 lbs.			
15.	GAWR (Front) – 7,000 lbs			
16.	GAWR (Rear) – 13,500 lbs.			
17.	Approximate Curb Weight for Stability – 13,500 lbs			
18.	Warranty Includes:			
19.	Bumper to Bumper – 3 years/36,000 miles			
20.	Powertrain – 5 years/100,000 miles			
21.	Safety Restraint System – 5 years/60,000 miles			
22.	Corrosion – 5 years/Unlimited miles			
23.	Roadside Assistance – 5 years/60,000 miles			
24.	Keys – 4 sets fully functional			
25.	Operating Manuals – Print and Digital			
26.	**AERIAL Dimensional Specifications**			
27.	Height to Bottom of Platform 43ft. 5in. (12.3 m)			
28.	Working Height 48 ft 5 in (13.8 m).			
29.	Stowed Travel Height 10ft 6 in (3.2 m).			
30.	The standard aluminum platform is 36 In.x 60 In. x 43 In. deep (.9 m x 1.5 m x 1.1 m) with a gate opening for easy access.			

31. The anchor for the lanyard is attached to the platform support. ____ ____ _____
32. Separate anchor points are to be located on both sides of basket. ____ ____ _____
33. Individual full-pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls. ____ ____ _____
34. The full pressure single-stick upper control includes a safety trigger to prevent inadvertent operation. ____ ____ _____
35. The lift movements correspond with control handle movements. An emergency stop and a tool selector control are located at the upper controls. ____ ____ _____
36. A master and slave cylinder controls platform leveling. The leveling system can be operated from the upper or lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator. ____ ____ _____

37. Weight of Lift 3,360 lbs. (1525 kg). ____ ____ _____
38. Rotation (360° Continuous). ____ ____ _____

39. Hydraulic system 3000 psi. ____ ____ _____

40. One set of outriggers behind cab with hydraulic controls at rear of truck. ____ ____ _____

41. **Manlift**
42. Manlift shall have a maximum height of not less that 40'. ____ ____ _____

43. Manlift basket shall be un-insulated.. ____ ____ _____

44. Manlift basket shall pivot 90 degrees to one side of the centerline of boom and 80 degrees to the opposite of the centerline of the boom. ____ ____ _____

45. **Utility Body**
46. There shall be a solid frame mounted work area or tail piece to the rear of the utility body. The area will be tread plated and coated with spray in/spray on body liner. Size of tail piece is such that it will project
47. 24" rearward past the utility body and be the width of the utility body. ____ ____ _____

48. The tailpiece shall also allow for the employer to step up to the tailpiece to access the man lift and the open area of the utility body ____ ____ _____

49. There shall be a horizontal compartment over the rear wheels of the truck____ ____ _____

50. There shall be 2 vertical compartments on the utility body, either side
51. of the horizontal compartments. These shall be full height of the utility body.
    First Bin:32", Second Bin 18", Middle Bin 54", Last Bin 23".
    a. Inside front passenger bin a minimum 2000-watt power inverter appropriately
    b. wired to truck battery system with remote switch located inside cab. ____ ____ _____

52. All compartments shall be watertight and provided with full height tracks for shelving
53. from bottom to top. Forward vertical compartments shall be no less than
54. 18" wide and the rearward vertical compartment no less than 23" wide. ____ ____ _____

55. Utility body shall have spray in liner shall coat the following areas:
56. tops of the utility body compartments, inside the center of the utility body,
57. sides up to the top, floor and the inside of the tailgate (if so exists on
58. the body). ____ ____ _____

59. There shall be inside of the utility body in all four (4) corners of the body
60. floor, drain holes no less than one (1) inch in diameter. ____ ____ _____

61. **Compartment Locking**
62. There shall be a single point to lock and secure the compartment on each side. ___ ____ ____
63. This locking point can be on the rear of the utility body. ____ ___ _____

64. The locking point will have a place for a padlock and a handle large enough for use by a gloved hand. Compartment door latches shall be slam latch type with paddle handles. ____ ____ _____

65. **Trailer Hitch**
66. There shall be a Class 5 Commercial Duty 2 ½" receiver type trailer hitch mounted to the frame of the truck as well as 4 and 7 pin trailer electrical connector. ____ ____ _____

67. **Emergency Warning Lights**
68. There shall be a full LED light bar on the cab roof, with hook on mounting, permanent mount will not be acceptable. Light bar will flash yellow/amber to the front, sides and rear. There shall be alley lights to the sides and work/takedowns to the front. ____ ____ _____

69. On the rear upper corners of the utility body, there shall be 360 degree amber beacons ____ ____ _____

70. There shall be LED four (4) corner lights mounted in the corners of the vehicle, two (2) in the front and two (2) mounted into the rear body. The rear corner LEDs shall be recessed into the vehicle body. The forward facing corner LEDs will not be placed in the headlight or parking light fixtures or enclosures, they shall be separate standalone light fixtures. ___ ____ ____ ___

71. There shall be a LED amber traffic directing light bar mounted on the rear of the utility body. The traffic directing light bar shall go across the entire width of the rear of the vehicle body. ____ ____ ____ ____ ____ ____

72. Vehicle headlights shall flash/alternate as a warning device _____ _____ _____

73. Each of the emergency warning light functions is to be individually switched. There shall be a lighting control box, Example Whalen SW10 that allows for individual switching as well as a master control to control all lights at the same time on/off. _____ _____ _____

74. There shall be a 4" x 6" amber LED flashing light at the rear axle area mounted into the utility body. Flash perpendicular to the body. _____ _____ _____

75. There shall be amber LED 360-degree light mounted either side of the man lift that rotates with the aerial boom. The lights shall be mounted to the boom mechanism and move with the boom. _____ _____ _____

76. **Rear Vehicle Lighting**

77. Mounted into the tail piece shall be the required ICC/DOT required lights stop, turn, backup, marker light, as well as, the Amber Traffic Director Lightbar. _____ _____ _____

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:11/1/2022

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, Joel Daves, and Gina Gregory

Purpose and Scope of Project:

Transfer $74,662.30 from Capital Project (C0158) MPO Dauphin St.(Sage Avenue to west of I-65 at Springhill Memorial Hospital) to Grant Fund #G-STPM7553)

Amount of Contract:

$74,662.30

Funding Source

Project # MPO Dauphin St.(Sage Avenue to west of I-65 at Springhill Memorial Hospital) and C0158	**Discretionary Funds**
Project String 20002000-48020 (From)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds 50015001.93030 (To)	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
reallocate	Cover Memo	10/18/2022
Adding Budget Transfer Form	Cover Memo	10/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/19/2022 - 8:06 AM
Capital	Rhodes, Brenda	Approved	10/19/2022 - 1:47 PM
			10/20/2022 -

Legal	Kern, Chris	Approved	1:29 PM
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the sum of $74,662.30 be reallocated from Capital Project (C0158) 20002000.48020 Engineering Fees, MPO Dauphin St (Sage Avenue to west of I-65 at Springhill Memorial Hospital) to Grant Fund (G-STPM7553)(50015001-93030) MPO Dauphin St. (Sage Avenue to west of I-65 at Springhill Memorial Hospital), District 1, 5, &7.

Adopted:

_____

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 10/19/2022

JOINT BUDGET TRANSFER: ☑ (from one fund to another)

DISTRICT#: Select Item. 1,5,&7

REQUEST: Please transfer $ 74,662.30

FROM CAPITAL PROJECT#: C0158

CAPITAL PROJECT NAME: MPO Dauphin St. (Sage Ave to west I-65 at Springhill Memorial Hospital

DEPT. PROJECT#: 2018-3005-26

TO GRANT FUND PROJECT#: G-STPM7553

PROJECT NAME: MPO Dauphin St. (Sage Ave to West I-65 at Springhill Memorial Hospital

ACCT PROJECT STRING#: 5001.5001.93030

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Move the City's current Verizon Wireless account from the GSA contract to the State of Alabama contract.

Amount of Contract:
$300,000

Effective Date of Contract:
10/25/2022

Renewal Date of Contract:
10/24/2025

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	10/14/2022
Resolution Draft	Resolution Letter	10/14/2022
Service Agreement	Backup Material	10/14/2022

Master Terms	Backup Material	10/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	10/14/2022 - 5:42 PM
Budget	Holt, Robert	Approved	10/17/2022 - 2:13 PM
Legal	Kern, Chris	Approved	10/17/2022 - 4:06 PM
Legal	Kern, Chris	Approved	10/17/2022 - 4:07 PM
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:31 PM

October 14, 2022

Re: Verizon Wireless

I am requesting that the City's current Verizon Wireless account # 642401355-00001 be transferred from the GSA contract to the State of Alabama contract (NASPO purchasing cooperative contract of which the State of Alabama is a participant pursuant to Master Agreement #MA152). The agreement between Verizon Wireless and the City is in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment.

The City will utilize the **"Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders Government Liable Subscribers Only"** plan with the same pricing as the current GSA plan. Also, the State contract allows the City to be eligible for the international travel plan, whereas the current GSA does not.

Scott Kearney

Chief Technology Officer

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and CELLCO Partnership, d/b/a Verizon Wireless, in the amount not to exceed $300,000.00 per year, for three years, for wireless telephone services and equipment, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

Adopted:

_____

City Clerk

NASPO ValuePoint
PURCHASING ENTITY AGREEMENT
wireless, data, voice and accessories
Led by the state of Utah

Master Agreement #: MA152
Contractor: **CELLCO PARTNERSHIP, D/B/A Verizon wireless**
Purchasing Entity: ___City of Mobile_____

1. **Scope**: Verizon Wireless ("Contractor") and the State of Utah, for itself and on behalf of NASPO ValuePoint ("NASPO ValuePoint" and/or "Customer"), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019 (together with any amendments and addenda the "Master Agreement"). The State of Alabama ("Participating State") has entered into a Participating Addendum ("PA") with Contractor pursuant to the Master Agreement, allowing certain state agencies, political subdivisions, and other eligible entities to make purchases under the PA. This Purchasing Entity Agreement applies to the purchase and use of Products (e.g. wireless service, software and other services) by the Purchasing Entity under the PA. Contractor reserves the right to terminate this Agreement if at any time it is determined that Purchasing Entity is not eligible to purchase under the PA. All capitalized terms not defined in this Purchasing Entity Agreement will have the same meaning provided in the Master Agreement, as modified by the PA.
2. **Participation**: By executing this Purchasing Entity Agreement, the Purchasing Entity certifies that it has all approvals required by law, regulation or otherwise to complete purchases under the PA, and further represents and agrees as follows:
   2.1. It is eligible to complete purchases under the PA, will provide documentation substantiating its eligibility as may be requested by Contractor from time to time, and will immediately notify Contractor of any change in its eligibility to purchase under the PA;
   2.2. All purchases are governed by the terms of the Master Agreement and PA, and Purchasing Entity specifically agrees to these terms. To the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at: https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/;
   2.3. It consents to the release of its account information to NASPO ValuePoint and the Participating State for the purpose of Contractor meeting its contractual reporting requirements, as further described in the Master Agreement and the PA;
   2.4. It will ensure that this Purchasing Entity Agreement will only be used in support of government, not for profit and private education business; and
   2.5. The contact person listed below ("Authorized Contact") is authorized to act on behalf of, and otherwise bind Purchasing Entity, on account matters, including purchase equipment, add and cancel lines of service.
3. The undersigned represents and warrants that he or she is fully authorized to execute this Purchasing Entity Agreement on behalf of the Purchasing Entity, and that the delivery and execution of this Purchasing Entity Agreement has been approved by all required organizational action.

Street Address: 651 Church Street
City, State & Zip: Mobile, AL 36602
Authorized Contact Phone number:
Authorized Contact Email address:

Authorized Signature:

Print Name:
Title:
Date:

Master Terms for VSC Products

These Master Terms for VSC Products ("**VSC Master Terms**") amend the NASPO ValuePoint Master Agreement Terms and Conditions ("**NASPO Agreement**"). Without limiting the foregoing, the pricing, payment, liability and indemnification terms set forth in the NASPO Agreement shall apply to VSC Products (as defined below). All capitalized terms not defined herein shall have the meaning provided in the NASPO Agreement.

1. **SCOPE**. These VSC Master Terms apply to the following Products available under Category 3: Turnkey Wireless and IoT Solutions offered as a Product (collectively referred herein as "**VSC Products**"):

- Category 3J: Intelligent Lighting
- Category 3G: Parking Optimization
- Category 3G: Traffic Data Services (TDS)
- Category 3J: Real Time Response System (RTRS)
- Category 3J: Intelligent Video (IV)

In addition to these VSC Master Terms, the VSC Products are subject to additional terms tailored to address specific details about each VSC Product (collectively, the "**VSC Product Supplements**"). The VSC Product Supplements are set forth in Section 14 below.

The NASPO Agreement, these VSC Master Terms, the relevant VSC Product Supplement, and the relevant Statement of Work ("**SOW**"), including the exhibits and schedules attached hereto and referenced herein or therein (collectively, the "**Agreement**"), constitutes the entire understanding with respect to the VSC Products, and supersedes all other agreements, understandings, and arrangements, whether written or oral, between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by a written amendment executed by the parties hereto.

In the event of a conflict between the terms applicable to each VSC Product, the terms shall be given precedence in the following order of priority:

1) NASPO Master Agreement (Highest Priority);
2) VSC Product Terms;
3) VSC Product Supplement; and
4) the applicable Statement of Work (Lowest Priority).

2. **DEFINITIONS.**

- **Software:** software includes computer programs, including software and firmware embedded in Equipment, as provided to Purchasing Entity by Contractor, and any upgrades, updates, bug fixes or modified versions thereto or backup copies of any of the foregoing.
- **Solution Service:** service that grants Purchasing Entity with access to view data made available to Purchasing Entity for the Subscription Period through a web-based portal ("**Portal**") associated with the VSC Product pursuant to these VSC Master Terms and the relevant VSC Product Supplement. The Portal might utilize (a) Verizon's **NetSense® Platform** (a cloud-based management platform that serves as a central management system (CMS) for integrating and controlling networked lighting, and a management platform for other Verizon smart community solutions); or (b) a third-party cloud platform.
- **Equipment:** hardware and associated accessories described in the VSC Product Supplement and applicable SOW for each VSC Product.
- **Professional Services:** technical or other functions performed by Contractor related to the VSC Products to the extent set forth in an applicable SOW, such as installation, implementation, consulting, technology- or project-related services.
- **Subscription Period:** the period (e.g., Monthly Subscription, Annual Subscription) during which Participating Entity is entitled to access and use the Solution Service, which period shall be reflected in the applicable Order and shall commence on the date Contractor activates the subscription.

3. **VSC PRODUCTS OVERVIEW.** If required for the VSC Product to work as described in the VSC Product Supplement, and unless otherwise agreed in writing by Contractor and the Purchasing Entity, then a VSC Product may include the following:

(A) **Solution Service**
(B) **Software**
(C) **Equipment**
(D) **Support Service and Maintenance** - included with all VSC Products as further described in Section 8
(E) **Professional Services** - to the extent set forth in the relevant SOW.

4. **USE OF VSC PRODUCTS**.

4.1. Right to Access and Use the Solution Service. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a limited, revocable, non-assignable, world-wide, non-exclusive license to access and use the Solution Service during the

Subscription Period solely for Purchasing Entity's internal business use purpose and as further detailed in the relevant SOW. Purchasing Entity shall permit access to the Portal only by individuals who are authorized by Purchasing Entity to use the Solution Service and who have been supplied the user credentials by Purchasing Entity (collectively, "Users"). Users may include employees, consultants, contractors and agents of Purchasing Entity. Purchasing Entity shall be liable for the acts and omissions of its Users and any unauthorized users accessing the Solution Service by or through Purchasing Entity and its information system(s) as if such acts or omissions were taken (or omitted to be taken) by Purchasing Entity directly. Contractor can, without notice, limit, suspend, or cancel Purchasing Entity's access to or use of the Solution Service if Purchasing Entity breaches these VSC Product Terms or for good cause, which shall include, but shall not be limited to, any governmental body of competent jurisdiction instituting a law that conflicts with the Agreement and/or causes Contractor to incur additional material expense or undertake additional material burden or obligation in connection with the Solution Service.

4.2. Software Use. Subject to the applicable terms and conditions of the Agreement, Contractor grants Purchasing Entity a license to use the Software in accordance with the terms in the URL set forth below and any supplemental license terms set forth in the applicable VSC Product Supplement.

Software License URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-software-license-terms.pdf

4.3. Purchasing Entity Responsibilities for VSC Product.

(i) Purchasing Entity represents and warrants that: (a) it has and will continue to have full rights, power, and authority to consent to having the VSC Products provided in the manner as contemplated in these VSC Master Product Terms and applicable VSC Product Supplement and SOW, including, without limitation, having obtained in writing all consents, approvals and licenses necessary from any third party to allow Verizon to provide such VSC Products.

(ii) Purchasing Entity represents that all access to and use of the VSC Products by Purchasing Entity and its Users, or otherwise through Purchasing Entity's facilities, equipment, identifiers or passwords will be solely for its internal business purposes as contemplated by these VSC Master Product Terms and applicable VSC Product Supplement and SOW.

(iii) Purchasing Entity is responsible for securing an internet connection at its own cost and must use a supported browser to access the Portal.

(iv) Purchasing Entity further represents that the performance of its obligations and its Users' access to and use of the VSC Products or other exercise of its rights under this Agreement will not violate any applicable local, state or national laws, rules or regulations (collectively, "Laws"), the rights of any third party, or Contractor's VSC Products Acceptable Use Policy located at the following URL ("AUP").

AUP URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-acceptable-use-policy.pdf

(v) Without limiting the foregoing, Purchasing Entity represents that it will not, and will not permit any third party to resell, sublicense, rent, lease, time-share, copy, modify, create derivative works of, translate, reverse engineer, decompile, translate, or disassemble the VSC Products or licensed components thereof or to otherwise attempt to extract any or all of the source code of the VSC Products or licensed components thereof (except to the extent such restriction is expressly prohibited by applicable law or open source terms), access a VSC Product in order to build a competitive product or service or to copy any ideas, features or functions of VSC Products or otherwise engage in or permit any use, reproduction, distribution, disposition, possession, disclosure or other activity involving VSC Products or Contractor's Confidential Information (as defined below) that is not authorized by Contractor.

(vi) Upon termination or expiration of the applicable Order for any reason: (a) Customer shall immediately cease using the Solution Service and any other information and materials provided by Contractor in connection therewith, and (b) any and all licenses and access rights granted to Purchasing Entity hereunder shall terminate.

5. **PROFESSIONAL SERVICES**. Contractor may provide to the Purchasing Entity certain technical and consultative Professional Services in connection with the VSC Products. Professional Services may include, but are not limited to, site design, installation, configuration, Equipment testing, training, turn-over and project management. The provision of Professional Services requires the execution of a SOW by both parties. Contractor controls the means, methods, places, and time of its performance of the Professional Services (including the use of subcontractors and consultants).

6. **VSC PRODUCT DEPLOYMENT AND ACCEPTANCE**. Contractor will install and deploy the VSC Product set forth in the applicable VSC Product SOW. Acceptance terms shall be set forth in the applicable VSC Product SOW. Title and risk of loss or damage to Equipment will pass to Purchasing Entity upon Purchasing Entity's Acceptance of the Equipment for Equipment installed by Contractor. If Purchasing Entity chooses not to have the Contractor install the Equipment, then title and risk of loss or damage to Equipment shall pass to Purchasing Entity upon Purchasing Entity's receipt of the Equipment.

7. **EQUIPMENT WARRANTY**. The warranty terms for the Contractor-manufactured Equipment are set forth at the URL set forth below and the length of the warranty period for each VSC Product is set forth in VSC Product Supplement. For any Equipment for which Contractor is not the manufacturer, Contractor will transfer or pass through to Purchasing Entity the benefit of any and all manufacturer warranties which can be transferred or passed through on the same terms as offered by such manufacturers.

Equipment Warranty URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-equipment-warranty.pdf

8. **SUPPORT AND UPDATES.**

8.1. VSC Product Support. Contractor will provide support for the VSC Product as described in the URL set forth below. Purchasing Entity acknowledges and agrees that under the applicable VSC Product Supplement, Contractor will remotely access Equipment to (a) verify Purchasing Entity credentials; (b) issue reports and alerts (such as automated support requests and alert messages); (c) provide maintenance, Product Updates (as defined below) and other technical support; (d) apply policy and configuration changes; and (e) extract usage information, service performance information, and infection logs. Purchasing Entity agrees that the VSC Products may be manufactured and supported by, and its information accessed and/or stored by, resources located within and outside the United States and consents to such access and storage of its information.

Service Support & Maintenance URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-service-support-maintenance.pdf

8.2. Product Updates. Contractor may, but is not required to, make new applications, tools, data, features or functionality available from time to time through the VSC Product and add new services and features to the "VSC Product" definition from time to time (collectively, "**Product Updates**"). If any Product Update is contingent upon Purchasing Entity's agreement to additional terms or is a material change to the VSC Product, Contractor will inform Purchasing Entity by either sending an email to the Notice address or alerting Purchasing Entity through the administrator console.

8.3. Material Changes to Products. Contractor will use commercially reasonable efforts to continue providing the VSC Product without any material adverse change to the Purchasing Entity, unless Contractor determines in its reasonable good faith judgment that (a) it cannot do so by law or by contract (including if there is a change in applicable law or contract) or (b) doing so could create a (i) security risk or (ii) substantial economic or technical burden. Notwithstanding the foregoing, Contractor reserves the right to discontinue VSC Products from time to time as part of its product lifecycle management practices.

9. **DATA PRIVACY**. By using the VSC Product, Purchasing Entity consents to Contractor's collection and use of information in accordance with the terms of Contractor's Privacy Policy, located at https://www.Verizon.com/about/privacy/. Purchasing Entity represents and warrants that it has the rights and the authority with respect to information provided by Purchasing Entity or transmitted through Purchasing Entity's use of the VSC Products to grant Contractor the rights necessary to deliver the VSC Products, comply with Laws, and to engage in any other activity set forth in this VSC Product Supplement. Purchasing Entity grants to Contractor and its affiliates (with rights to sublicense to their suppliers) the non-exclusive, fully paid-up, sublicensable, transferable license, and right to collect, access, copy, store and use such data to provide the VSC Products, to analyze, measure and optimize the performance of the VSC Products, to develop new offerings, and for other business purposes of Contractor and its affiliates, including the development of data products for sale, licensing and distribution to third parties. Purchasing Entity agrees that Contractor may access the Equipment and Portal so that Contractor may comply with a valid legal process, or as otherwise required or authorized by applicable Laws (whether video, metadata, or other information is at issue). To the extent practicable and permitted by applicable Laws or the legal process, Contractor will give notice to Purchasing Entity. Except as may be required under applicable Laws or court order or reasonably required to provide the VSC Products, Contractor will not disclose or distribute data provided by Purchasing Entity to a third party in a form that permits individual identification of Purchasing Entity without Purchasing Entity's prior consent. Purchasing Entity will use commercially reasonable efforts to comply with the privacy and security terms contained in the URL set forth below, and shall notify the Contractor promptly of any unauthorized access to, or use of the VSC Product.

Data Privacy & Security URL: https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-data-privacy-security-standards.pdf

10. **INTELLECTUAL PROPERTY.** Contractor and its suppliers own all intellectual property rights in the VSC Products, product documentation and other materials relating thereto, including any modifications, updates, revisions or enhancements of any of the foregoing. Except as expressly granted herein, Purchasing Entity receives no ownership, license, or other interest in or to any VSC Products or intellectual property created, delivered, or otherwise made available by Contractor, whether in connection with its provision of the VSC Products, performance of its obligations under any VSC Product Supplement or otherwise and all rights not explicitly given are reserved by Contractor and its suppliers. Purchasing Entity grants Contractor, a royalty-free, world-wide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the VSC Product and/or other products any suggestions, enhancement requests, recommendations or other feedback provided by Purchasing Entity or its Users relating to the operation and use of the VSC Products (or components thereof).

11. **CONFIDENTIALITY**.

11.1. The confidentiality obligations set forth herein will apply to information exchanged pursuant to this VSC Master Terms and any applicable VSC Product Supplement. Contractor's confidentiality obligations are set forth in the NASPO Agreement and Purchasing Entity agrees that Contractor may disclose Purchasing Entity's Confidential Information (as defined in the NASPO Agreement) to: (a) Contractor's affiliates; (b) Contractor or Contractor affiliates' suppliers and/or subcontractors that offer (including new offers or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Contractor or Contractor affiliates' products or services under or in connection with a VSC Product Supplement; (c) successors in interest to Contractor or Contractor affiliates (by merger or otherwise); or (d) persons to whom Contractor or Contractor affiliates may sell all or part of their respective businesses or assets.

11.2. Participating Entity and Purchasing Entity shall treat as confidential and protect from disclosure using the same degree of care it uses for its own confidential information (but no less than a reasonable degree of care), and shall not disclose to any third party except as provided herein, any information received from or disclosed by Contractor in whatever form and designated as confidential by Contractor by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to Contractor (or one of its affiliates or their suppliers), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that relates to Contractor's technology, business affairs, marketing, sales plans, customers, products, services, developments, trade secrets, know-how or personnel (collectively, "Contractor's Confidential Information"). Participating Entity and Purchasing Entity shall use Contractor's Confidential Information only for the purpose of the NASPO Agreement. Participating Entity and Purchasing Entity may disclose Contractor's Confidential Information to subcontractors and consultants solely for the purpose of assisting Purchasing Entity with the use of VSC Products as permitted in the Agreement by Purchasing Entity. The foregoing restrictions on use and disclosure of Contractor's Confidential Information do not apply to information that: (i) is or becomes publicly known, through no wrongful act or omission of the Purchasing Entity; (ii) is received without restriction from a third party free to disclose it without obligation to Contractor; (iii) is developed independently without reference to, or use of, the Contractor's Confidential Information; or (iv) is required to be disclosed by law, regulation, or court or governmental order.

11.3. As Participating Entity and/or Purchasing Entity is a public entity, Contractor acknowledges and agrees that Participating Entity and/or Purchasing Entity has a responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public, including being subject to the Public Records Act ("PRA"). Accordingly, any information provided by Contractor to Participating Entity and/or Purchasing Entity may be required to be disclosed to the public as a result of a public request or court order. If any third party requests that Participating Entity and/or Purchasing Entity disclose the contents of Contractor's Confidential Information pursuant to a PRA or otherwise, Participating Entity and/or Purchasing Entity (as the case may be) agrees to (i) notify Contractor in writing within a reasonable time period after it receives such request; (ii) assert all appropriate defenses or exemptions to disclosure under the PRA; and (iii) not to disclose Confidential Information that qualifies for an applicable exemption under the PRA, unless ordered to do so by a reviewing court of competent jurisdiction.

11.4. Participating Entities and/or Purchasing Entities (as the case may be) acknowledges that breach of this section, including disclosure of any Contractor's Confidential Information, will cause irreparable injury to Contractor that is inadequately compensable in damages. Accordingly, Contractor may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each Participating Entity and Purchasing Entity acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Contractor and are reasonable in scope and content.

12. **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANYTHING ELSE IN THE AGREEMENT, THE TOTAL LIABILITY OF CONTRACTOR IN CONNECTION WITH THESE VSC MASTER TERMS AND THE VSC PRODUCTS IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY THE PURCHASING ENTITY THAT INCURS DAMAGE; OR (B) THE AGGREGATE AMOUNT DUE FROM THE AFFECTED PURCHASING ENTITY TO CONTRACTOR UNDER THE RELEVANT ORDER FOR THE SIX MONTHS PRIOR TO ACCRUAL OF THE LATEST CAUSE OF ACTION FOR WHICH THE LIMITATION OF LIABILITY UNDER THIS CLAUSE IS BEING CALCULATED, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY DOES NOT LIMIT (A) ANY PARTY'S LIABILITY: (I) IN TORT FOR DAMAGES PROXIMATELY CAUSED BY ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR BY ITS GROSS NEGLIGENCE, OR (II) WHERE MANDATORY LOCAL LAW DOES NOT ALLOW THE LIMITATION, (B) PURCHASING ENTITY'S PAYMENT OBLIGATIONS UNDER ANY STATEMENT OF WORK OR THE AGREEMENT OR (C) ANY PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE AGREEMENT.

13. **WARRANTY DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT THE VSC PRODUCT SHALL BE ERROR-FREE OR COMPLETELY SECURE. CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY OUTAGE, DOWNTIME, INTERRUPTION, BREAKDOWN OR UNAVAILABILITY (FOR MAINTENANCE, UPGRADES, UPDATES OR

OTHERWISE) OF ITS PLATFORM, PORTAL, SYSTEMS AND/OR SERVICES. NEITHER PARTY SHALL BE LIABLE FOR LOST DATA, LOST PROFITS, LOST REVENUES, BUSINESS INTERRUPTION, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. CONTRACTOR WILL BEAR NO LIABILITY FOR USE OF THE VSC PRODUCT PROVIDED PURSUANT TO THESE VSC MASTER TERMS IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, CONTRACTOR WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SOLUTION WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT PURCHASING ENTITY MAY UTILIZE IN CONJUNCTION WITH THE VSC PRODUCT OR TO WHICH PURCHASING ENTITY MAY CONNECT TO THE VSC PRODUCT. THE VSC PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY CONTRACTOR.

14. **OFFSHORE SUPPORT**. PURCHASING ENTITY AGREES THAT THE VSC PRODUCTS MAY BE PROVIDED BY, AND ITS INFORMATION ACCESSED AND/OR STORED BY, RESOURCES LOCATED WITHIN AND OUTSIDE THE UNITED STATES AND CONSENTS TO SUCH ACCESS AND STORAGE OF ITS INFORMATION.

15. **VSC PRODUCT SUPPLEMENTS**. The VSC Product Supplement applicable to Purchasing Entity's use of each VSC Product is located at following locations:

- **Intelligent Lighting**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-lighting-terms.pdf

- **Parking Optimization**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-parking-optimization-terms.pdf

- **Traffic Data Services**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-traffic-data-services-terms.pdf

- **Real Time Response System**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-real-time-response-system-terms.pdf

- **Intelligent Video**:
  https://enterprise.verizon.com/content/dam/r3s0u4c3s/public-sector/state-local/contracts/naspo/vsc-intelligent-video-terms.pdf

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Carleen Stout, Interim Director of Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform janitorial services at various City of Mobile facilities for three years

Amount of Contract:

$263,232.00 per year ($789,696.00 3-year total)

Funding Source

Project # Janitorial Services @ various City of Mobile facilities SC-039-22 **Discretionary Funds**

Project String various Operational Accounts (refer to attached list) **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-039-22 Janitorial Services @ various City of Mobile facilities PT 1	Cover Memo	10/18/2022
SC-039-22 Janitorial Services @ various City of Mobile facilities PT 2	Cover Memo	10/18/2022
SC-039-22 Janitorial Services @ various City of Mobile facilities	Cover Memo	10/18/2022
PAYMENT SCHEDULE-REVISED		
resolution	Cover Memo	10/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Blaize, Gregg	Approved	10/19/2022 - 8:39 AM
Budget	Sapp, Celia	Approved	10/19/2022 - 7:51 AM
Legal	Kern, Chris	Approved	10/19/2022 - 10:35 AM
Legal	Kern, Chris	Approved	10/19/2022 - 10:36 AM
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:03 PM

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____

BETEEN the **Owner:** City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And the **Contractor:** R.G.L.G., Inc. dba ServiceMaster Services
2650 Fairway Drive
Mobile, Alabama 36606

City Business License No.: 003907
Secretary of State Registration No.: 000-169-313

For the following **Project:** Service Contract – Janitorial Services Various City of Mobile Facilities

Project Number: SC-039-22

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide janitorial services at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as

follows:

Year 1 – Initial Term: $ 263,232 .00

Year 2 – 1st Additional Term: $ 263,232 .00

Year 3 – 2nd Additional Term: $ 263,232 .00

Total: $ 789,696 .00

Total Contract Amount (Year 1, 2, and 3 Total): Seven Hundred Eighty-Nine Thousand

Six Hundred Ninety-Six and 00/100 Dollars ($ 789,696.00)
(Amount in Words) (Amount in Numbers)

In case of any discrepancy, the amount in words shall govern this Bid.

3.2 Schedule of Values

Location	Year 1 - Monthly	Year 1 – Annual	Year 2 - Monthly	Year 2 - Annual	Year 3- Monthly	Year 3 - Annual
200 Gov't St.-1st Floor "A" - CRO	$606.00	$7,272.00	$606.00	$7272.00	$606.00	$7272.00
200 Gov't St. 2nd Floor "A" - MPD	$104.00	$1248.00	$104.00	$1,248.00	$104.00	$1,248.00
200 Gov't St.-2nd Floor-East Side "B" HDC	$156.00	$1872.00	$156.00	$1872.00	$156.00	$1872.00
200 Gov't St.-3rd Floor-East Side "C" – 311	$104.00	$1248.00	$104.00	$1248.00	$104.00	$1248.00
200 Gov't St.-3rd Floor-West Side "D" - ITEAM	$104.00	$1248.00	$104.00	$1248.00	$104.00	$1248.00
Animal Shelter	$832.00	$9984.00	$832.00	$9984.00	$832.00	$9984.00
Electrical Dept	$866.00	$10392.00	$866.00	$10392.00	$866.00	$10392.00
Fort Hardeman - Police EMT	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00
Hurtel Street Bldg "A" & "D" - PW Trash/HE	$197.00	$2364.00	$197.00	$2364.00	$197.00	$2364.00
Hurtel Street Bldg "C" - MIT Training Class Room	$197.00	$2364.00	$197.00	$2364.00	$197.00	$2364.00
Hurtel Street Bldg "E" - Eng. Dept #7426	$758.00	$9096.00	$758.00	$9096.00	$758.00	$9096.00
Garage Body Shop	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00
Motor Pool	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00
Municipal Archives	$277.00	$3324.00	$277.00	$3324.00	$277.00	$3324.00
Police Academy	$1040.00	$12,480.00	$1040.00	$12480.00	$1040.00	$12480.00
Police Department-Special Operations	$1248.00	$14,976.00	$1248.00	$14976.00	$1248.00	$14976.00
Police First Precinct	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00
Police DIP Precinct	$1386.00	$16,632.00	$1386.00	$16632.00	$1386.00	$16632.00
Police Second Precinct	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00
Police Third Precinct	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00
Police Fourth Precinct - PSC	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00

Police Headquarters	$2773.00	$33276.00	$2773.00	$33276.00	$2773.00	$33276.00
Police Impound Lot Metal Bldg.	$277.00	$3324.00	$277.00	$3324.00	$277.00	$3324.00
Public Buildings Department	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00
Public Works Complex	$2426.00	$29112.00	$2426.00	$29112.00	$2426.00	$29112.00
Tardy Cottage	$277.00	$3324.00	$277.00	$3324.00	$277.00	$3324.00
Technology Center	$1040.00	$12480.00	$1040.00	$12480.00	$1040.00	$12480.00
Traffic Engineering	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00
Western Administrative Complex (WAC)	$1296.00	$15552.00	$1296.00	$15552.00	$1296.00	$15552.00
Azalea City Golf Course	$968.00	$11616.00	$968.00	$11616.00	$968.00	$11616.00
Copeland Cox Tennis Center (QUARTERLY)	$360.00	$1440.00	$360.00	$1440.00	$360.00	$1440.00
Azalea City Golf Course Club House (QUARTERLY)	$300.00	$1200.00	$300.00	$1200.00	$300.00	$1200.00
TOTALS	**$22,736.00**	**$263,232.00**	**$22,376.00**	**$236,232.00**	**$22,376.00**	**$263,232.00**

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.3 Unit Prices:

UNIT PRICES – for Additional Services

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Floor Cleaning Only: $ 0.12 /sq. ft.
VCT Flooring – Strip and Wax: $ 0.48 /sq. ft.
Carpet Cleaning: $ 0.24 /sq. ft.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 18.00 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $ 27.00 per hour
C. Overtime Holidays (City Holidays): $ 45.00 per hour

Parts/Material: Service Contractor's direct cost plus **Fifteen (15%) percent**.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.
B. Original invoices shall be delivered to the Service Contract Administrator for review and approval

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written

notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated July 28, 2022	9 pages
2. Bid Form	5 pages
3. Specifications, dated July 28, 2022	
Section 01000 – Scope of Work and Addendum #1 and #2	13 pages
4. Exhibit A – Locations	1 page
5. Exhibit B – Specific Cleaning Requirements & Building Layouts	93 pages
6. Exhibit C – Service Contract Evaluation Form	1 page
7. This Instrument (Agreement)	8 pages
8 Certificates of Insurance with endorsements and E-Verify Documentation	

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence
   2. Property damage liability - $1,000,000 each occurrence.
   3. Or, in lieu of (1) and (2) above:
      Bodily injury and property damage combined –$1,000,000 per occurrence
   4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
   1. Bodily injury liability:
      $1,000,000 each person
      $1,000,000 each occurrence

2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorney's fees and expenses with City may incur with respect to City's enforcement of the Agreement; regardless of whether said attorney's fees and cost shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses(including without limitations, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the Contractor's performance under this Agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees the Contractor is not a "design professional" as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this Contract.

8.3 Entire Agreement: This Agreement is the final expression of the Agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

8.4 Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any action arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

8.6 No Agency Relationship Created: Service Contractor , in the performance of its operations and obligation hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the service by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

8.8 Assertion of Rights: Failure by the City to assert a right of remedy shall not be construed as a waiver of that right or remedy.

8.9 State of Alabama Immigration Law: By signing this Contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law of 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.

8.10 Public Contracts with entities engaging in certain boycott activities: By signing this Contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

8.11 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 of other tribunal making such a 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.

Remainder of Page Intentionally Left Blank

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

Legal Name of Party to Contract: R.G.L.G., Inc. dba SERVICEMASTER SERVICES

By Signature

Jennifer Farrell V.P. of Marketing and Sales

Printed Name and Title

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27th day of Sept, 2022.

Jamini B. Patel

NOTARY PUBLIC
My Commission Expires: My Commission Expires 8/27/2025

JAMINI B PATEL NOTARY PUBLIC STATE AT LARGE ALABAMA

END OF SECTION

SECTION 01000 – SCOPE OF WORK
July 28, 2022

Scope of Services:
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and maintain the janitorial services at various City of Mobile locations in accordance with the following:

General Requirements:

1. Coordinate all work with the Service Contract Administrator and give adequate advance notice.
2. Service Contractor shall furnish adequate personnel to perform the specified work and shall allow sufficient time to properly do the work (i.e., Service Contractor must not cut work short if overtime pay is required to complete all tasks satisfactorily). This contract does NOT allow for overtime.
3. Work must be supervised to assure that all work is satisfactorily performed.
4. Service Contractor's employees must be carefully screened, trained, and supervised by Service Contractor.
5. Alabama Law Enforcement Agency (ALEA) requirements shall be applicable to all Service Contractor personnel providing services within any law enforcement (Police) building. These requirements are for any person who will have unescorted access to law enforcement buildings. The requirements include fingerprinting and a Federal Background Check, which will be provided at no cost to the Service Contractor. Any person who has been convicted of a felony and/or certain misdemeanors will not be allowed access to provide services to a law enforcement building. This restriction applies primarily to Police Precincts and similar law enforcement related buildings. The buildings include:
    a. 200 Government Street
    b. Fort Hardeman
    c. Police Academy
    d. Police Department – Special Operations
    e. Police First Precinct
    f. Police Second Precinct
    g. Police Third Precinct
    h. Police Fourth Precinct
    i. Police Headquarters
    j. Western Administrative Complex
    k. Police DIP Precinct
6. When working, Service Contractor's employees shall be neat in appearance, always wear approved company uniform and wear company approved identification on their persons.
7. Service Contractor employees shall not use personal telephones, radios, televisions or other electronic devices while on duty.
8. Service Contractor's employees shall turn on lights only while cleaning and only in the area being cleaned. All lights (except those designated by the city) shall be turned off when cleaning is complete.

9. Service Contractor shall provide all equipment necessary to perform the work as described in this section, including but not limited to: mops, clean mop heads, vacuum cleaners, carts, rags, toilet bowl brushes, extension poles, gloves, personal protective equipment, training, etc.
10. The City of Mobile shall provide hand soap, toilet tissue, paper towels, wastebasket liners, and toilet seat covers. Service Contractor will provide weekly inventory list on all necessary items.
11. Service Contractor shall provide all cleaning solutions and chemicals and must make sure that the cleaning supplies are available at all buildings.
12. Whenever chemicals or cleaning solutions are required, apply in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes. Service Contractor shall provide and keep updated copies of the Material Safety Data Sheets (MSDS). A proper and approved MSDS Book shall be located in each janitorial closet as required. All areas shall be properly and thoroughly prepared to receive chemicals and cleaning solutions.
13. Service Contractor employees shall use all means necessary to protect floors, walls, and furnishings from damage caused by Service Contractor's equipment and cleaning materials.
14. If Service Contractor causes damages to any City property in the course of its work, Service Contractor shall immediately notify the City and shall have all repairs or replacements made at no cost to the City.
15. Service Contractor will coordinate time, building access and other conditions necessary for cleaning with the person-in-charge of each location.
16. Service Contractor shall coordinate scheduling of services with the City's Service Contract Administrator and designated building representatives.
17. In the event of discrepancies, immediately notify the Service Contract Administrator. Do not proceed with cleaning until all discrepancies have been fully resolved.
18. All building areas shall be cleaned according to these specifications and at the time and frequencies designated.
19. No invoices shall be approved for payment if areas are not adequately cleaned. The Service Contractor shall increase cleaning to whatever degree may be found appropriate and subject to approval of authorized personnel. Follow-up shall be continued as long as the problem persists.
20. Do not disturb papers on client desks, tables, chairs, etc. If paper is on the floor and there is doubt of the paper's importance, confirm with individual as to if they want the papers moved or left in place. In no circumstance is Service Contractor's personnel to move, touch, disturb items without authorization.
21. All surfaces designated shall be dusted with clean cloths, dusters, brushes, etc. Any surface with fingerprints, dirt, markings, etc. shall be cleaned with a clean damp cloth and the appropriate cleansers.
22. All telephones shall be cleaned and sanitized with clean cloths and disinfectant for bacteria, germs and odor.
23. All drinking fountains, containers, toilet partitions/fixtures etc. Shall be cleaned, sanitized and disinfected with the appropriate cleanser standardized in the industry.
24. Remove fingerprints, spots, dirt, etc. from furniture, doors, frames, etc. with a clean damp cloth and cleanser standardized in the industry. No streaks or stains shall remain.
25. Clean all glass, (interior only) with a glass cleaner standardized in the industry.
26. All non-carpeted flooring shall be mopped clean with clean water and the appropriate cleanser standardized in the industry for that type of flooring. Floors shall be polished to

maintain protective coating. Floors shall be stripped, cleaned, refinished and machine polished semi-annually. Appropriate sealer shall be used on concrete floors.

27. Carpet shall be thoroughly vacuumed daily in all areas. All paper, visible dirt, stains etc, shall be removed. Remove all light furniture and vacuum through and around the heavier furniture.
28. Carpet shall be shampooed semi-annually, or as needed. The carpet shall be shampooed using rotary discs and non-soiling shampoo to penetrate into fibers. Clean with absorption disc. Vacuum carpet the day after shampooing. Use shampoo that is compatible to carpet and as recommended by the manufacturer of the shampoo.
29. High power vacuum clean loose grit and soil from carpet quarterly. Carpet shall be pre-treated to remove any stains. Carpet shall be shampooed clean using rotary discs and non-soiling shampoo solution. Clean or rinse, extract using high performance extraction equipment. Deodorize carpet with specified chemical agent to control odors.
30. **All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All waste water with oils, grease, etc. shall be properly contained and disposed of. It cannot be directed into the storm drains.**
    a. Provide protection and conduct janitorial services in ways that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
    b. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay particular attention to Water Regulations and Allowable Discharges.
    c. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.
    d. Service Contractor will obtain approval of "Best Management Practices" from the City of Mobile's Environmental Services Department before work may commence.
    e. Obtain any necessary permits that may be required due to discharges.
31. The City of Mobile reserves the right to have any Service Contractor's personnel removed, relocated, and/or barred for any City of Mobile location at any time. Service Contractor will replace the employee immediately upon notification by the Service Contract Administrator.
32. A full list of locations is attached, see **Exhibit A - Locations**
33. Specific cleaning requirements and building layouts are attached, see **Exhibit B – Specific Cleaning Requirements and Building Layouts**
34. Monthly Service Contract Evaluation Forms are filled out by each building representative and returned to the Service Contract Administrator for review, see **Exhibit C – Service Contract Evaluation Form**

END OF SECTION

BID FORM #2

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-039-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated July 28, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: ServiceMaster Services

ADDRESS: 2650 Fairway Dr. Mobile, AL 36606 **PHONE** 251-344-5105

CITY OF MOBILE BUSINESS LICENSE NUMBER: 200347

CITY OF MOBILE VENDOR NUMBER: 191787

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 200347

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] **(A Corporation)**
[ ] **(A Partnership)**
[ ] **(An Individual Doing Business)**

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term.

BID – A specified in section 01000 – Scope of Work

Location	Year 1 - Monthly	Year 1 – Annual	Year 2 - Monthly	Year 2 - Annual	Year 3- Monthly	Year 3 - Annual
200 Gov't St.-1st Floor "A" - CRO	$ 606.00	$ 7,272	$ 606.00	$ 7,272	$ 606.00	$ 7272
200 Gov't St. 2nd Floor "A" - MPD	104.00	1248	104.00	1,248	104.00	1,248
200 Gov't St.-2nd Floor-East Side "B" HDC	$ 156.00	$ 1,872	$ 156.00	$ 1,872	$ 156.00	$ 1,872
200 Gov't St.-3rd Floor-East Side "C" – 311	$ 104.00	$ 1,248	$ 104.00	$ 1,248	$ 104.00	$ 1,248
200 Gov't St.-3rd Floor-West Side "D" - ITEAM	$ 104.00	$ 1,248	$ 104.00	$ 1,248	$ 104.00	$ 1,248
Animal Shelter	$ 832.00	$ 9,984	$ 832.00	$ 9,984	$ 832.00	$ 9,984
Electrical Dept	$ 866.00	$ 10,392	$ 866.00	$ 10,392	$ 866.00	$ 10,392
Fort Hardeman - Police EMT	$ 416.00	$ 4,992	$ 416.00	$ 4,992	$ 416.00	$ 4,992
Hurtel Street Bldg "A" & "D" - PW Trash/HE	$ 197.00	$ 2,364	$ 197.00	$ 2,364	$ 197.00	$ 2,364
Hurtel Street Bldg "C" - MIT Training Class Room	$ 197.00	$ 2,364	$ 197.00	$ 2,364	$ 197.00	$ 2,364
Hurtel Street Bldg "E" - Eng. Dept #7426	$ 758.00	$ 9,096	$ 758.00	$ 9,096	$ 758.00	$ 9,096
Garage Body Shop	$ 416.00	$ 4,992	$ 416.00	$ 4,992	$ 416.00	$ 4,992
Motor Pool	$ 416.00	$ 4,992	$ 416.00	$ 4,992	$ 416.00	$ 4,992
Municipal Archives	$ 277.00	$ 3,324	$ 277.00	$ 3,324	$ 277.00	$ 3,324
Police Academy	$ 1040.00	$ 12,480	$ 1,040.00	$ 12,480	$ 1,040	$ 12,480
Police Department-Special Operations	$ 1,248.00	$ 14,976	$ 1,248.00	$ 14,976	$ 1,248.00	$ 14,976
Police First Precinct	$ 624.00	$ 7,488	$ 624.00	$ 7,488	$ 624.00	$ 7,488
Police DIP Precinct.	$ 1,386.00	$ 16,632	$ 1,386.00	$ 16,632	$ 1,386.00	$ 16,632
Police Second Precinct	$ 624.00	$ 7,488	$ 624.00	$ 7,488	$ 624.00	$ 7,488
Police Third Precinct	$ 624.00	$ 7,488	$ 624.00	$ 7,488	$ 624.00	$ 7,488
Police Fourth Precinct - PSC	$ 624.00	$ 7,488	$ 624.00	$ 7,488	$ 624.00	$ 7,488
Police Headquarters	$ 2,773.00	$ 33,276	$ 2,773.00	$ 33,276	$ 2,773.00	$ 33,276
Police Impound Lot Metal Bldg.	$ 277.00	$ 3,324	$ 277.00	$ 3,324	$ 277.00	$ 3,324
Public Buildings Department	$ 416.00	$ 4,992	$ 416.00	$ 4,992	$ 416.00	$ 4,992
Public Works Complex	$ 2,426.00	$ 29,112	$ 2,426.00	$ 29,112	$ 2,426.00	$ 29,112
Tardy Cottage	$ 277.00	$ 3,324	$ 277.00	$ 3,324	$ 277.00	$ 3,324
Technology Center	$ 1,040.00	$ 12,480	$ 1,040.00	$ 12,480	$ 1,040.00	$ 12,480
Traffic Engineering	$ 624.00	$ 7,488	$ 624.00	$ 7,488	$ 624.00	$ 7,488
Western Administrative Complex (WAC)	$ 1,296.00	$ 15,552	$ 1,296.00	$ 15,552	$ 1,296.00	$ 15,552
Azalea City Golf Course	$ 968.00	$ 11,616	$ 968.00	$ 11,616	$ 968.00	$ 11,616
Copeland Cox Tennis Center (QUARTERLY)	$ 360.00	$ 1,440	$ 360.00	$ 1,440	$ 360.00	$ 1,440
Azalea City Golf Course Club House (QUARTERLY)	$ 300.00	$ 1,200	$ 300.00	$ 1,200	$ 300.00	$ 1,200
TOTALS	$ 22,376	$ 263,232	$ 22,376	$ 263,232	$ 22,376	$ 263,232

Year 1 – Initial Term:	$ 263,232 .00
Year 2 – 1st Additional Term:	$ 263,232 .00
Year 3 – 2nd Additional Term:	$ 263,232 .00
Total :	$ 789,696 .00

Total Bid Amount (Year 1, 2, and 3 Total): Seven hundred eighty nine thousand, six hundred ninty six Dollars ($ 789,696)
(Amount in Words) (Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Floor Cleaning Only:	$ 0.12 /sq. ft.
VCT Flooring – Strip and Wax:	$ 0.48 /sq. ft.
Carpet Cleaning:	$ 0.24 /sq. ft.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 18.00 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $ 27.00 per hour
C. Overtime Holidays (City Holidays): $ 45.00 per hour

Parts/Material: Service Contractor's direct cost plus **Fifteen (15%) percent.**

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:
Addendum Number 1, Dated 8/14/22
Addendum Number 2, Dated 9/9/22
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the

property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: VT MAE
Company Address: 2100 Aerospace Dr. Mobile, AL 36615
Telephone: 251-438-8815 Email: rickybrown@steng.us
Type of Work: Janitorial
Date(s): 2018 - present

B. Reference #2:
Company Name: Providence Building Corp
Company Address: 6701 Airport Blvd. Suite D235 Mobile, AL 36608
Telephone: 251-366-2828 Email: pam.ward@medexcel.com
Type of Work: Janitorial
Date(s): 2011 - present

C. Reference #3:
Company Name: Continental Aerospace Engineering Technologies
Company Address: 2039 S. Broad St. Mobile, AL 36615
Telephone: 251-436-8306 Email: tdrake@continental.aero
Type of Work: Janitorial
Date(s): 2014 - present

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

ServiceMaster Services
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jennifer Farrell
(Typed)

TITLE V.P. Marketing + Sales
(Typed)

DATE September 20, 2022

Sworn to and subscribed before me this 20 **day of** September **20** 22

_____
Notary Public

Notary Public
Alabama State at Large
My Commission Expires 3/3/2024

AARON MEADOWS NOTARY PUBLIC ALABAMA STATE AT LARGE

END OF SECTION

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ServiceMaster Services
Address	2650 Fairway Dr.
Telephone	251-344-5105
E-Mail	jennifer.farrell@att.net

RFP/RFQ Solicitation Number	SC-059-22
Project Description	Janitorial Services - Various City of Mobile Locations
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male _____ Female _____ Minority 98% Non-minority _____ Vets _____
	Total #of Employees 151

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jennifer Farrell

Signature: _____ Date: 9/20/22

Title: V.P. Marketing + Sales

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: Jennifer Farrell Title: V.P. Marketing + Sales

E-mail: Phone: jennifer.farrell@att.net

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # SC-034-22 Your Bid/Proposal Amount $ 789,696 Date: 9 / 20 / 22

Description Janitorial Services - Various City of Mobile Locations

Name of Bidder/Proposer: ServiceMaster Services

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
N/A - No Subcontractors						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ServiceMaster Services

Contact Person: Jennifer Farrell Phone 251-344-5705 Email jennifer.farrell@attnet

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

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

		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. _____

_____

Alabama Secretary of State

R.G.L.G., Inc.	
Entity ID Number	000 - 169 - 313
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/24/1995
Registered Agent Name	GUTHANS, ROBERT A JR
Registered Office Street Address	1266 HUTSON DR MOBILE, AL 36609
Registered Office Mailing Address	Not Provided
Nature of Business	OWNING/OPERATING A CLEANING/JANITORIAL & RELATED SERVICES
Capital Authorized	$1,000
Capital Paid In	----
Incorporators	
Incorporator Name	GUTHANS, ROBERT A JR
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	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
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/24/1995 Certificate of Formation 5 pgs.

New Search

E-Verify

Company ID Number: 520552

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer RGLG, Inc. **Ikner Jennifer**	
Name (Please Type or Print)	Title
Electronically Signed	**03/14/2012**
Signature	Date
Department of Homeland Security – Verification Division **USCIS Verification Division**	
Name (Please Type or Print)	Title
Electronically Signed	**03/14/2012**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**RGLG, Inc.** DBA Service MASTER Services
Company Facility Address:	**2650 Fairway Drive**
	Mobile, AL 36582
Company Alternate Address:	**P.O. Box 9245**
	Mobile, AL 36691
County or Parish:	**MOBILE**
Employer Identification Number:	**631135519**

Company ID Number: 520552

North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Ikner L Jennifer**		
Telephone Number:	**(251) 344 - 5105**	Fax Number:	**(251) 343 - 3432**
E-mail Address:	**jikner@earthlink.net**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2022

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754	**CONTACT NAME:** Jackie Van Devender **PHONE (A/C, No, Ext):** 251-473-4600 **FAX (A/C, No):** 251-450-0032 **E-MAIL ADDRESS:** jvandevender@higginbotham.net
INSURED RGLG, Inc. dba ServiceMaster Services 2650 Fairway Drive Mobile AL 36606 RGLGINC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Owners Insurance Company — 32700 INSURER B : Auto-Owners Insurance Company — 18988 INSURER C : Alabama Self-Insured Worker's Compensation Fund — INSURER D : Sentry Insurance A Mutual Company — 24988 INSURER E : Midwest Employers Casualty Company — 23612 INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** 1004250298 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	Y		38195751	4/1/2022	4/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			4977046400	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			4977046401	4/1/2022	4/1/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C D E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC10003055002022A 9053897001 PSAL129001	1/1/2022 1/1/2022 1/1/2022	1/1/2023 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

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

Project# SC-039-22 Service Contract - Janitorial Services Various City of Mobile Facilities

City of Mobile is included as additional insured in respect to general liability, auto liability and umbrella liability liability. All policies, except workers compensation shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of the City of Mobile with respect to general liability, auto liability, & umbrella liability coverages, as required by written contract or agreement. 30 day notice of cancellation applies (except 10 days for non-payment)

WORKER'S COMPENSATION: "The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against certificate holder to See Attached...

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile 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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AGENCY CUSTOMER ID: RGLGINC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED RGLG, Inc. dba ServiceMaster Services 2650 Fairway Drive Mobile AL 36606
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

enforce any right of subrogation,
which may arise from Alabama Self Insured Worker's Compensation Fund's payment of worker's compensation benefits. This waiver does not affect 1) the right of an employee of Member
to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such
action. This waiver shall apply only if and to the extent required by Certificate Holder."

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable

precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

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

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

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence

c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

a) Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
b) Property Damage	$1,000,000 each occurrence
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit

4) Excess/Umbrella Liability:

a) $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be

given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

Addendum No. 1

To: Mandatory Pre-Bid Attendees and Registered Plan holders

From: Gregg Blaize
Architectural and Engineering Department

Date : August 14, 2022

Re: Service Contract – Janitorial Services
Various City of Mobile Facilities

This addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated July 28, 2022. Acknowledge the receipt of the Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject bid to disqualification.

General:

Item 1. The Mandatory Pre-Quote Conference Agenda with Modifications and Pre-Bid Conference Attendance Roster, dated August 12, 2022, are attached and form part of Addendum No. 1.

Item 2. Mr. Roger Cook with the City of Mobile's Supplier Diversity Office was present and stressed the need for DBE participation and effort to secure DBE participation.

Item 3. Any observed discrepancies, omissions, requests for clarifications, or errors in any part of the contracted documents shall be submitted as written RFIs to Gregg Blaize @ gregg.blaize@cityofmobile.org. Cut off time for submission of RFIs is 3:00 pm , at least three (3) calendar days prior to the Bid Opening.

Item 4. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via email.

Item 5. Bid Form with Bid Security, in the form of a Bid Bond of Bid Check is required. A valid City of Mobile business license for the duration of the contract is required. E-Verify, the Beason-Hamond Taxpayer Protection Act applies to this Project.

Item 6. Certificate of Insurance in amounts and with endorsements as required by City of Mobile. (See Project Manual).

Item 7. Alabama Law Enforcement requirements shall be applicable to all Service Contractor personnel. (See Project Manual for a list of corresponding Facilities).

Bid Alterations and Modifications

Item 1. The Bid Opening date has been changed. Sealed formal Proposals of a stipulated sum will now be received and clocked in until **2:00 P.M., Wednesday, August 31, 2022.** Bids will be publicly opened and read at 2:30 P.M. in the Atrium Lobby of Government Plaza.

Item 2. Scope of Service has been modified for Azalea City Golf Course. Pricing request for Quarterly Service remains, however we have added a price request for the following Service at the Facility:

Arrival Time: 7:30AM
Days: Monday, Wednesday, Friday, Saturday and Sunday
Scope of Work: Sanitize bathrooms (sinks, urinals and toilets). Sweep or vacuum floors/carpets and mop tile and rubber floors (bathrooms/locker rooms, Pro Shop , offices).Take out trash (bathrooms/locker rooms, Pro Shop, offices).Replenish paper products/feminine hygiene bags in bathrooms. Replenish soap dispensers. Clean mirrors. General tidying up to include wiping light switches.

Item 3. An *optional* facility tour will be scheduled for **Wednesday, August 17, 2022 at 8:30 am. Tour will begin at 200 Government Street.**

Forms and Specifications:

Item 1. Revised Bid Form #2 has been attached to Addendum #1. Bid Form #2 shall replace original Bid Form.

END OF ADDENDUM NO. 1

BID FORM #2

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – JANITORIAL SERVICES

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-039-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated July 28, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME:_____

ADDRESS:_____**PHONE**_____

CITY OF MOBILE BUSINESS LICENSE NUMBER: _____

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) **[ ] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term.

BID – A specified in section 01000 – Scope of Work

Location	Year 1 - Monthly	Year 1 – Annual	Year 2 - Monthly	Year 2 - Annual	Year 3- Monthly	Year 3 - Annual
200 Gov't St.-1st Floor "A" - CRO	$	$	$	$	$	$
200 Gov't St. 2nd Floor "A" - MPD						
200 Gov't St.-2nd Floor-East Side "B" HDC	$	$	$	$	$	$
200 Gov't St.-3rd Floor-East Side "C" – 311	$	$	$	$	$	$
200 Gov't St.-3rd Floor-West Side "D" - ITEAM	$	$	$	$	$	$
Animal Shelter	$	$	$	$	$	$
Electrical Dept	$	$	$	$	$	$
Fort Hardeman - Police EMT	$	$	$	$	$	$
Hurtel Street Bldg "A" & "D" - PW Trash/HE	$	$	$	$	$	$
Hurtel Street Bldg "C" - MIT Training Class Room	$	$	$	$	$	$
Hurtel Street Bldg "E" - Eng. Dept #7426	$	$	$	$	$	$
Garage Body Shop	$	$	$	$	$	$
Motor Pool	$	$	$	$	$	$
Municipal Archives	$	$	$	$	$	$
Police Academy	$	$	$	$	$	$
Police Department-Special Operations	$	$	$	$	$	$
Police First Precinct	$	$	$	$	$	$
Police DIP Precinct.	$	$	$	$	$	$
Police Second Precinct	$	$	$	$	$	$
Police Third Precinct	$	$	$	$	$	$
Police Fourth Precinct - PSC	$	$	$	$	$	$
Police Headquarters	$	$	$	$	$	$
Police Impound Lot Metal Bldg.	$	$	$	$	$	$
Public Buildings Department	$	$	$	$	$	$
Public Works Complex	$	$	$	$	$	$
Tardy Cottage	$	$	$	$	$	$
Technology Center	$	$	$	$	$	$
Traffic Engineering	$	$	$	$	$	$
Western Administrative Complex (WAC)	$	$	$	$	$	$
Azalea City Golf Course	$	$	$	$	$	$
Copeland Cox Tennis Center (QUARTERLY)	$	$	$	$	$	$
Azalea City Golf Course Club House (QUARTERLY)	$	$	$	$	$	$
TOTALS	$	$	$	$	$	$

Year 1 – Initial Term: $_____.00

Year 2 – 1st Additional Term: $_____.00

Year 3 – 2nd Additional Term: $_____.00

Total : $_____.00

Total Bid Amount (Year 1, 2, and 3 Total): _____
(Amount in Words)

_____ Dollars ($_____)
(Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Floor Cleaning Only: $_____ /sq. ft.
VCT Flooring – Strip and Wax: $_____ /sq. ft.
Carpet Cleaning: $_____ /sq. ft.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $_____ per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $_____ per hour
C. Overtime Holidays (City Holidays): $_____ per hour

Parts/Material: Service Contractor's direct cost plus **Fifteen (15%) percent**.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the

property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: _____
Company Address: _____
Telephone: _____ Email: _____
Type of Work: _____
Date(s): _____

B. Reference #2:
Company Name: _____
Company Address: _____
Telephone: _____ Email: _____
Type of Work: _____
Date(s): _____

C. Reference #3:
Company Name: _____
Company Address: _____
Telephone: _____ Email: _____
Type of Work: _____
Date(s): _____

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

_____

(Typed)

BY: _____

(Signature of Company Officer)

COMPANY OFFICER: _____

(Typed)

TITLE_____

(Typed)

DATE_____**, 20 ___**

Sworn to and subscribed before me this _____ day of 20 ____

_____

Notary Public

END OF SECTION

Addendum No. 2

To: Prospective Bid Respondents

From: Gregg Blaize
Architectural and Engineering Department

Date : September 9, 2022

Re: Service Contract – Janitorial Services
Various City of Mobile Facilities

This addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated July 28, 2022. Acknowledge the receipt of Addendum No. 2 and Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject bid to disqualification.

General:

Item 1. The Mandatory Pre-Bid Requirement has been removed.

Item 2. There will be a Second, Non-Mandatory Pre-Bid Meeting Friday, September 9, 2022 at 2 P.M. The meeting will be conducted in the REAM Conference Room, #558, 5th Floor, South Tower, Government Plaza, 205 Government Street, Mobile, AL 36602. All possible Bid Respondents are welcome to attend.

Item 3. Sealed formal Proposals of a stipulated sum will be received and clocked in until 2:15 P.M., Wednesday, September 21, 2022, in the office of the City Clerk, Government Plaza, 205 Government St., Mobile, Alabama, South Tower, Ninth floor, Room 908. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened. Bids will be publicly opened and read at 2:30 P.M. in the Atrium Lobby of Government Plaza, 205 Government St., Mobile, Alabama.

RFIs:

Question: Who was awarded the Bid in 2019 and what was the Contract Amount?

Answer: RGLG, Inc. dba Service Master Services. Three (3) year Contract totaling $501,012.00

END OF ADDENDUM NO. 2

EXHIBIT A – LOCATIONS

Location	Square Footage	Address
200 Gov't St.-1st Floor "A" - CRO	6,500**	200 Government Street
200 Gov't St. 2nd Floor "A" - MPD	2,000**	200 Government Street
200 Gov't St.-2nd Floor-East Side "B" HDC	3,000**	200 Government Street
200 Gov't St.-3rd Floor-East Side "C" – 311	3,000**	200 Government Street
200 Gov't St.-3rd Floor-West Side "D" - ITEAM	3,000**	200 Government Street
Animal Shelter	1,700	855 Owens Street
Electrical Dept	5,000**	854 Gayle Street
Fort Hardeman - Police EMT	14,000	720 Museum Drive
Hurtel Street Bldg "A" & "D" - PW Trash/HE	15,000**	1900 Hurtel Street
Hurtel Street Bldg "C" - MIT Training Class Room	2,500**	1900 Hurtel Street
Hurtel Street Bldg "E" - Eng. Dept #7426	3,000**	1900 Hurtel Street
Garage Body Shop	1,500**	901 Kelly Street
Motor Pool	4,480	745 Broad Street
Municipal Archives	18,200**	457 Church Street
Police Academy	8,900	1251 Virginia Street
Police Department-Special Operations	27,430	850 St. Anthony Street
Police First Precinct	6,700	850 Virginia Street
Police DIP Precinct	15,038	2601 Dauphin Island Parkway
Police Second Precinct	9,384	5441 Hwy 90W, Suite C
Police Third Precinct	9,735	2165 St. Stephens Road
Police Fourth Precinct - PSC	9,500	8080 Airport Blvd.
Police Headquarters	37,760	2460 Government Blvd.
Police Impound Lot Metal Bldg.	6,100	1251 Virginia Street
Public Buildings Department	3,000**	850 Owens Street
Public Works Complex	10,000**	770 Gayle Street
Tardy Cottage	5,500	104 S. Lawrence Street
Technology Center	7,725	651 Church Street
Traffic Engineering	3,500	852 Gayle Street
Western Administrative Complex (WAC)	39,600	4851 Museum Drive
Copeland Cox Tennis Center (QUARTERLY)	6,700	851 Gaillard Drive
Azalea City Golf Course Club House (QUARTERLY)	7,900	1000 Gaillard Drive
TOTALS	**297,352**	

****Approximate Square Footage, Service Contractor to verify exact dimensions.**

End of Section

EXHIBIT B – SPECIFIC CLEANING REQUIREMENTS & BUILDING LAYOUTS

200 GOVERNMENT STREET

1. **First Floor – "A" CRO (Mondays – Fridays)**
2. **Second Floor – "A" MPD (Mondays, Wednesdays, and Fridays)**
3. **Second Floor – "B" HDC (Mondays, Wednesdays, and Fridays)**
4. **Third Floor – "C" 311 (Mondays and Thursdays)**
5. **Third Floor – "D" I-Team (Mondays and Thursdays)**

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily

1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean lobby glass including front doors and interior doors.
10. Sweep/vacuum and dust stairways.
11. Dust and spot clean elevators.
12. Empty wastebaskets in Basement Rooms. Other daily tasks to be performed Twice Weekly in Basement except in hatched areas.

B. Weekly

1. Clean and sanitize telephones
2. Clean entire lobby interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly

1. Dust venetian blinds.

D. Monthly

1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Damp clean black boards if requested

WASH ROOMS

A. Daily

1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.

7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean metal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily

1. Dust mop or sweep
2. Damp mop restrooms and lounges.
3. Sanitize (restrooms).

B. Twice Weekly

1. Damp mop lobby.

C. Weekly

1. Spray buff open areas including knee space of desks.

D. Twice Monthly

1. Scrub and refinish to maintain adequate protective coating.

ALL CARPETED AREAS

A. Daily

1. Vacuum open areas.
2. Remove spots and stains.

B. Weekly

1. Thoroughly vacuum entire carpet areas.

C. Monthly

1. Machine shampoo with non-resoiling shampoo to penetrate into fibers.
2. Clean with absorption disk on buffing machine.
3. Vacuum the day after shampooing.

D. Quarterly

1. High power vacuum clean loose grit and soil from carpet pile.
2. Pretreat to remove stains.
3. Shampoo clean using rotary discs and non-resoiling shampoo solution.
4. Clean or rinse extract using high performance extraction equipment.
5. Deodorize with specific chemical agent to control odors.

FURNITURE

A. Daily

1. Vacuum Fabric.
2. Damp wipe plastic.

BREAKROOMS

A. Daily
   1. Wash and sanitize tabletops, damp clean seats, and backs of chairs.
   2. Empty all containers and disposals and sanitize interior.

B. Weekly
   1. Wash and sanitize exterior of all containers.

STAIRWAYS AND HALLS

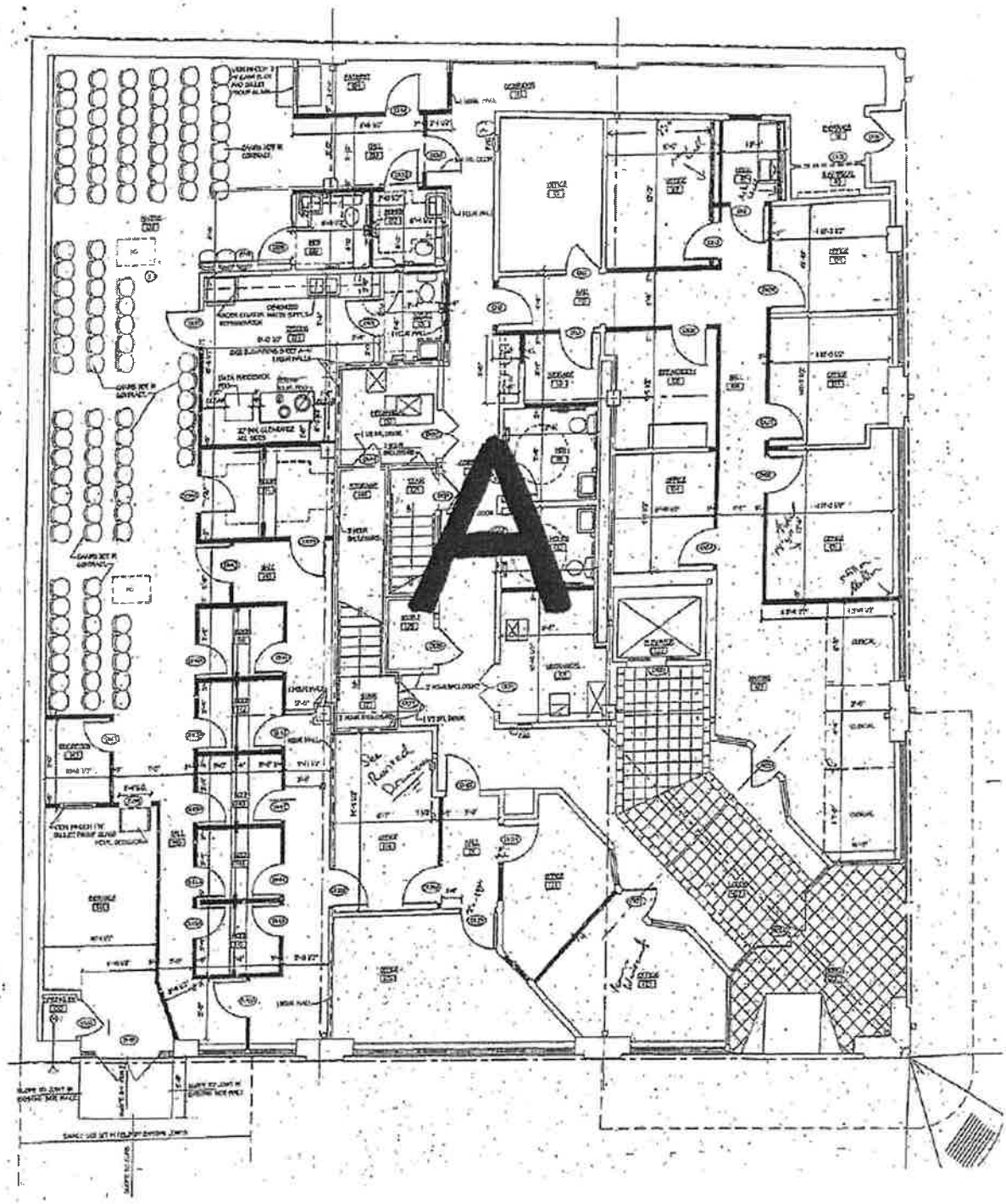
A. Daily
   1. Dust mop or sweep steps.
   2. Damp mop steps.
   3. Thoroughly vacuum carpet areas of hallways and stair landings.
   4. Remove spots & stains in carpet.

ELEVATOR

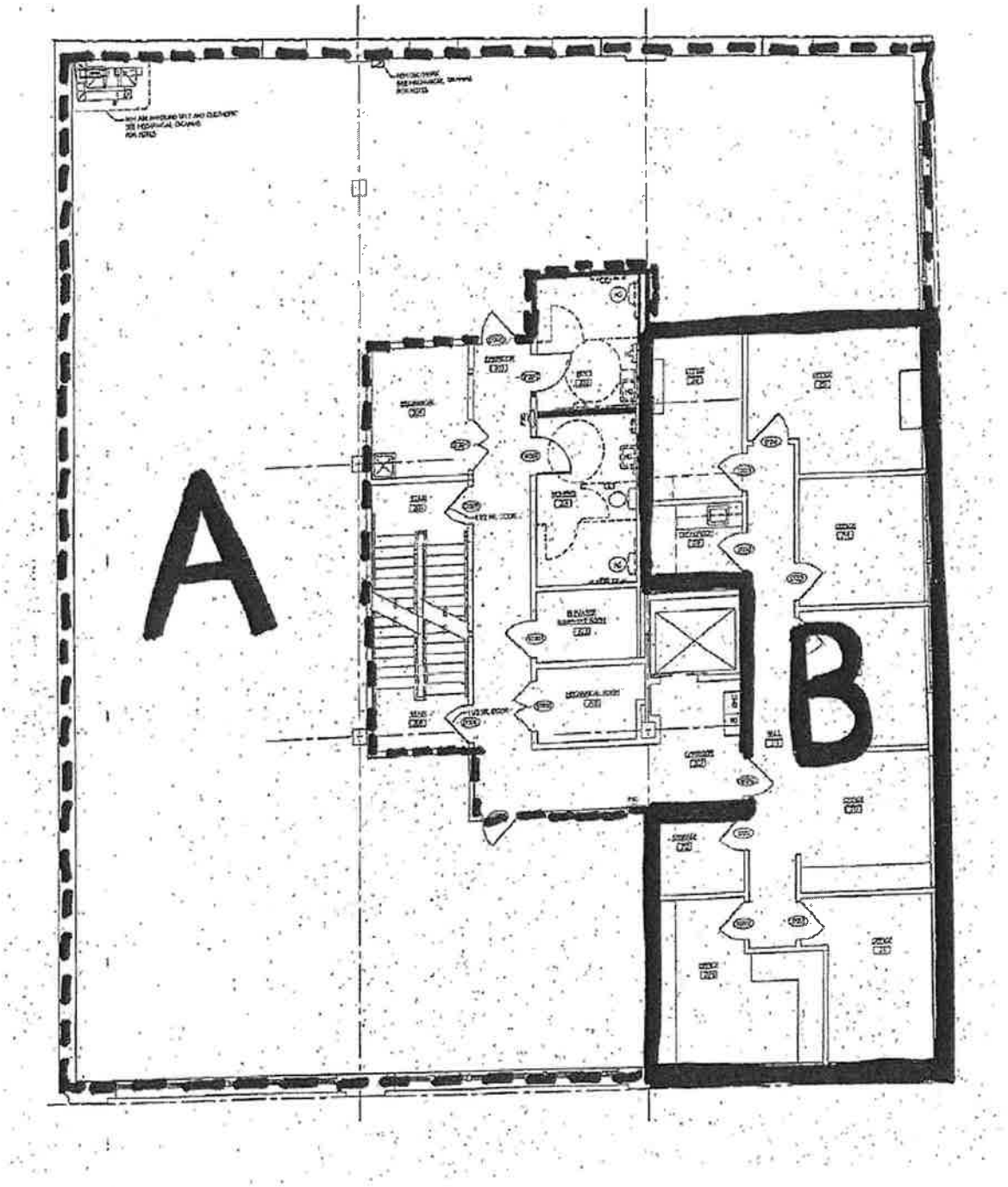
A. Daily
   1. Damp mop VCT floor.

B. Weekly
   1. Damp clean walls and railings.

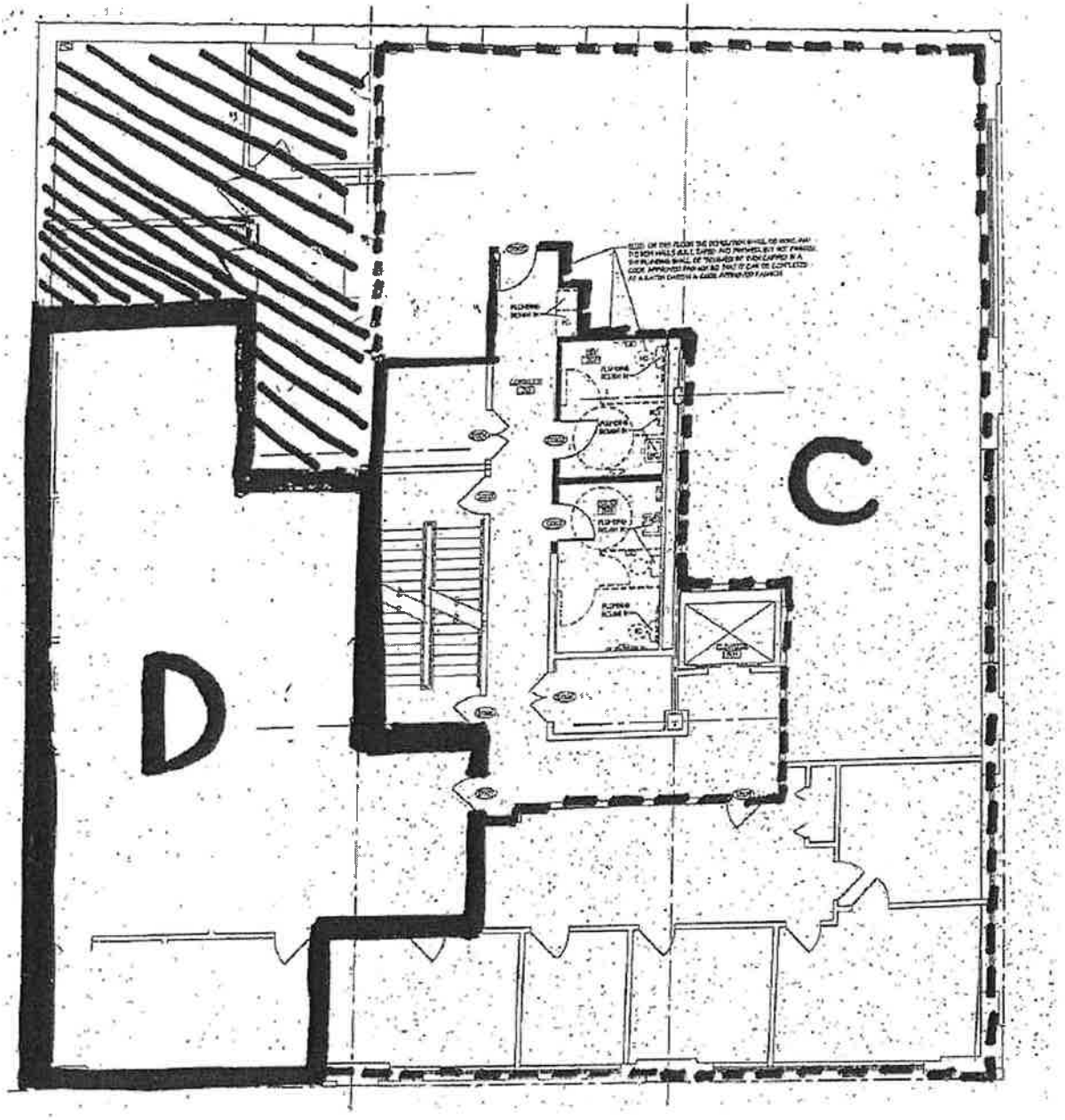
200 Government Street – 1st Floor



200 Government Street – 2nd Floor



200 Government Street – 3rd Floor



ANIMAL SHELTER ADMINISTRATIVE OFFICES – 855 OWENS STREET
(Mondays – Saturdays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Damp mop and remove all spills and stains on hard surface floors.
12. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Clean all windows and interior glass.
2. Clean pictures, frames, charts, etc.
3. Clean all desks after permission from clients.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, edges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Vacuum acoustical paneling.
4. Clean entire interior and exterior glass.
5. Dust venetian blinds.
6. Clean and refinish any worn or dirty tile floor area.
7. Vacuum upholstered furniture.
8. Scrub and refinish floors.
9. Damp clean black boards if requested.

E. Quarterly
1. Vacuum fabric furniture.
2. Damp wipe plastic furniture.

WASH ROOMS

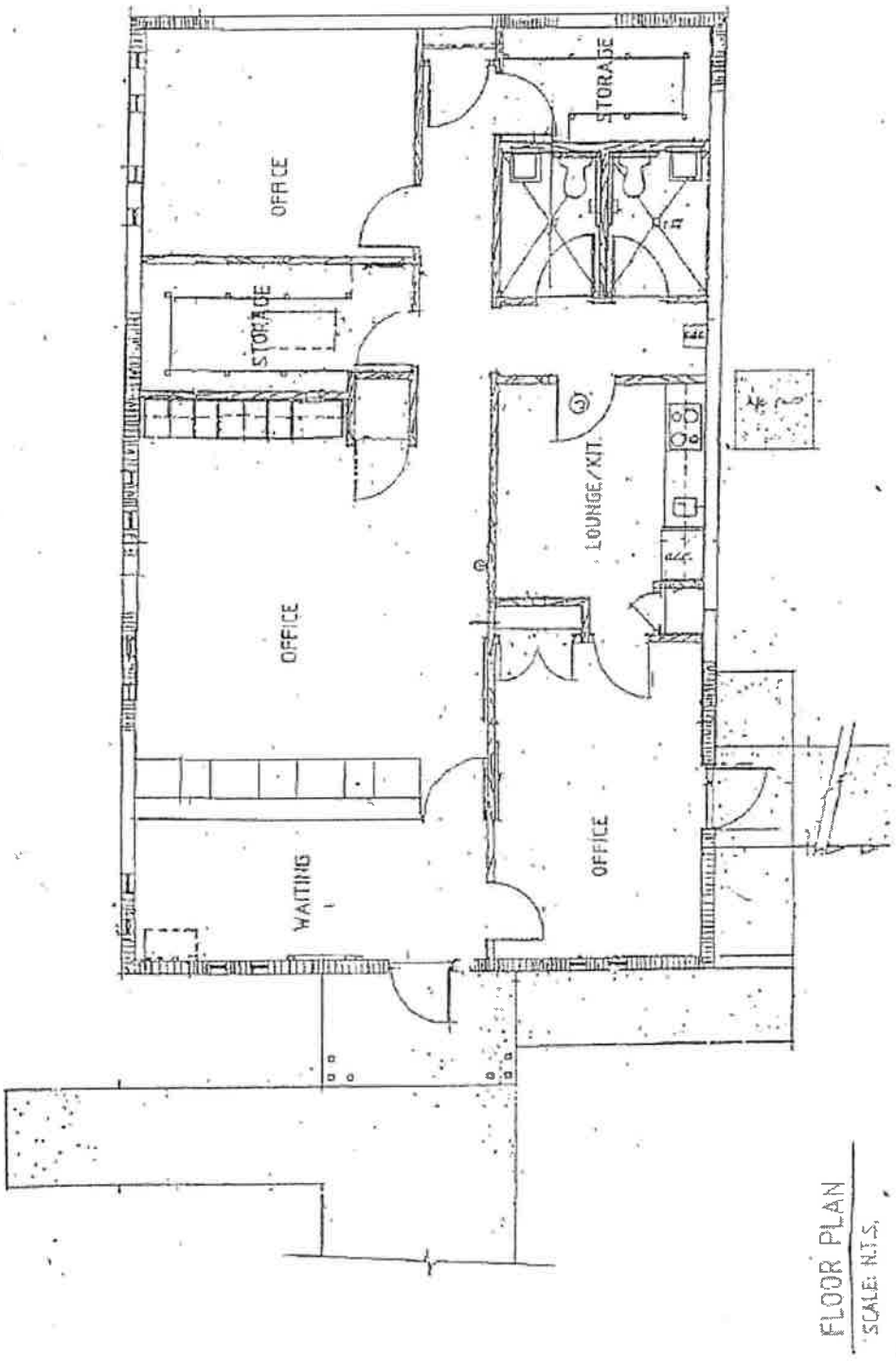
A. Daily

1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Dust metal partitions.
7. Remove spots, stains, and splashes from wall area adjacent to hand basins.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

Animal Shelter



ELECTRICAL DEPARTMENT - 854 GAYLE STREET
(Mondays, Wednesday, and Fridays only)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.

B. Weekly
1. Clean and sanitize telephones
2. Spot clean all windows and interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
4. Chalk trough wet wiped.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Clean interior glass.
4. Damp clean black boards if requested

D. Quarterly
1. Dust venetian blinds.

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Dust metal partitions.
7. Remove spots, stains, and splashes from wall area adjacent to hand basins.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.
11. Dust all furniture including tables, chairs, etc.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilets and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily
1. Dust mop or sweep
2. Damp mop restrooms and lounges.
3. Sanitize (restrooms).

B. Twice Weekly
1. Damp mop offices and crew areas.

C. Weekly
1. Spray buff open areas including knee space of desks.

D. Semi-annually (or as needed)
1. Scrub and refinish to maintain adequate protective coating.

ALL CARPETED AREAS

A. Daily
1. Vacuum open areas.
2. Remove spots and stains.

FURNITURE

A. Weekly
1. Vacuum Fabric.
2. Damp wipe plastic.

WINDOWS

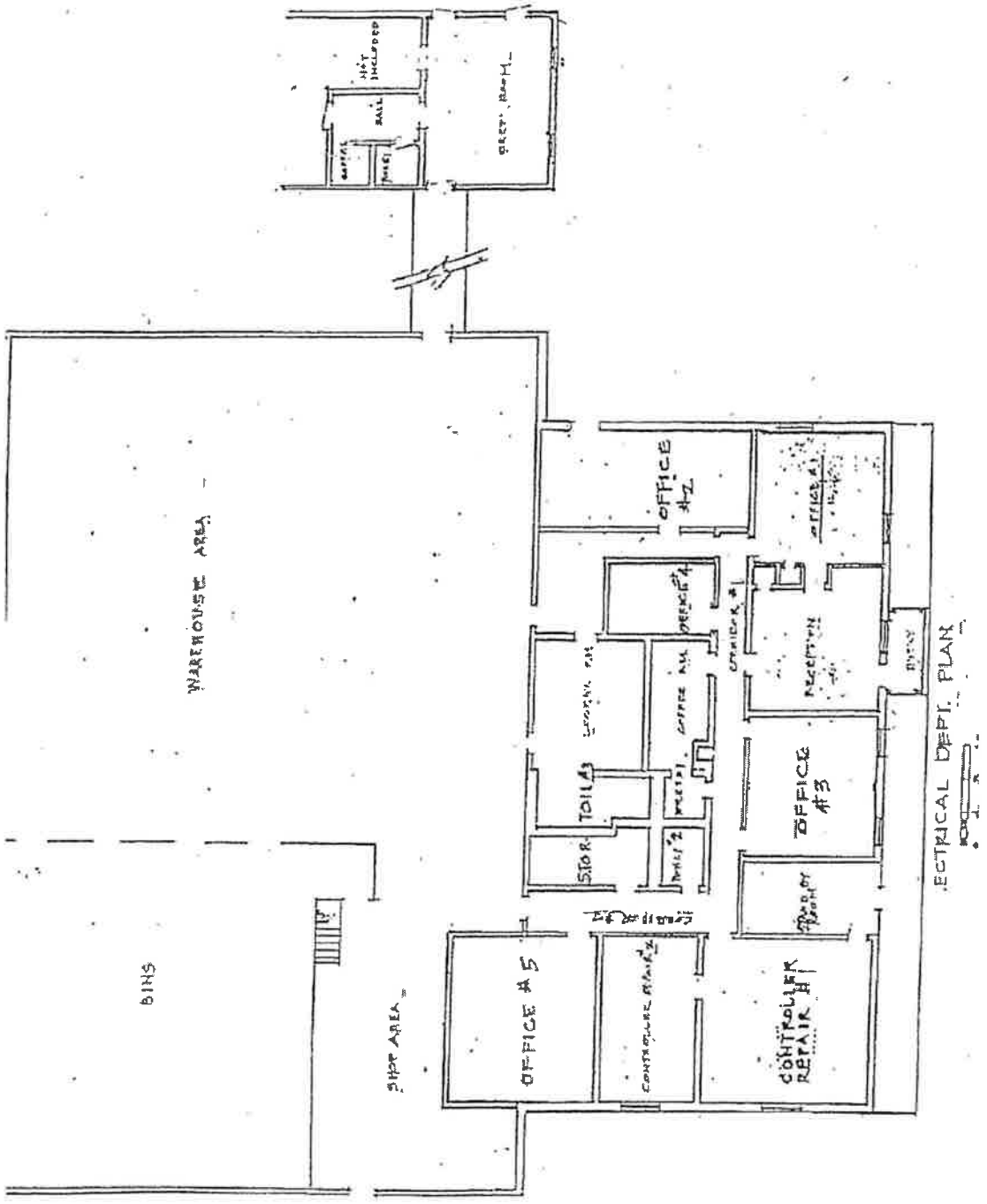
A. Monthly
1. Clean interior of offices.

WAREHOUSE

A. Twice Weekly
1. Sweep open areas.
2. Empty trash containers and disposals.

B. Monthly
1. Damp mop open areas.

Electrical Department



FORT HARDEMAN – 720 MUSEUM DRIVE
(Mondays, Wednesdays, and Fridays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean lobby glass including front doors and interior doors.
10. Sweep/vacuum and dust stairways.

B. Weekly
1. Clean and sanitize telephones
2. Clean entire lobby interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers..
3. Damp clean black boards if requested
4. Clean Interior Window Glass

D. Quarterly
1. Dust venetian blinds

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly
   1. Wash and sanitize exterior of all containers
   2. Spot clean metal partitions.
   3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily
   1. Dust mop or sweep
   2. Damp mop restrooms and lounges.
   3. Sanitize (restrooms).

B. Twice Weekly
   1. Damp mop lobby.

C. Weekly
   1. Spray buff open areas including knee space of desks.

D. Twice Monthly
   1. Scrub and refinish to maintain adequate protective coating.

ALL CARPETED AREAS

A. Daily
   1. Vacuum open areas.
   2. Remove spots and stains.

B. Weekly
   1. Thoroughly vacuum entire carpet areas.

C. Monthly
   1. Machine shampoo with non-resoiling shampoo to penetrate into fibers.
   2. Clean with absorption disk on buffing machine.
   3. Vacuum the day after shampooing.

D. Quarterly
   1. High power vacuum clean loose grit and soil from carpet pile.
   2. Pretreat to remove stains.
   3. Shampoo clean using rotary discs and non-resoiling shampoo solution.
   4. Clean or rinse extract using high performance extraction equipment.
   5. Deodorize with specific chemical agent to control odors.

FURNITURE

A. Daily
   1. Vacuum Fabric.
   2. Damp wipe plastic.

BREAKROOMS

A. Daily

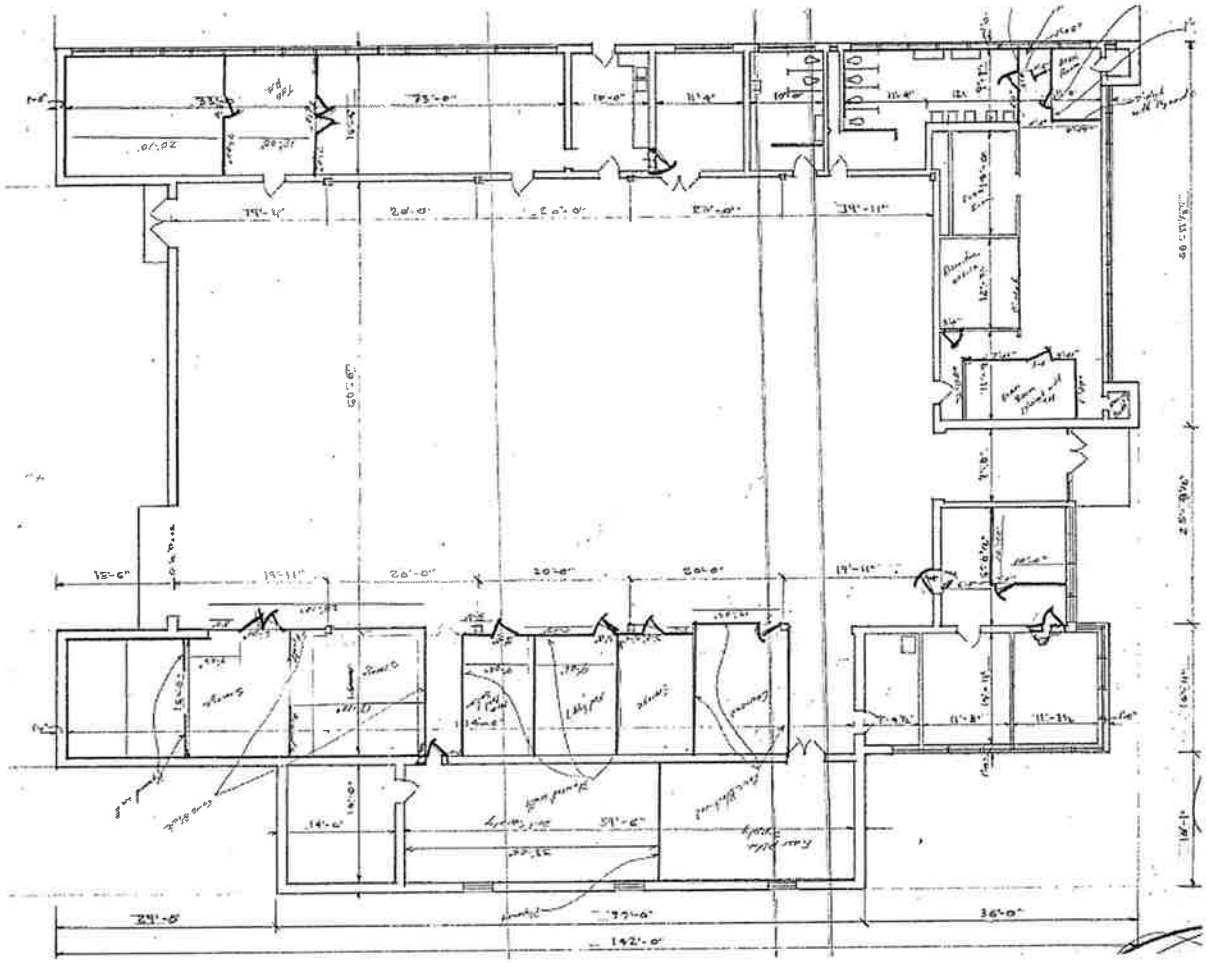
1. Wash and sanitize tabletops, damp clean seats, and backs of chairs.
2. Empty all containers and disposals and sanitize interior.

B. Weekly
1. Wash and sanitize exterior of all containers.

STAIRWAYS AND HALLS

A. Daily
1. Dust mop or sweep steps.
2. Damp mop steps.
3. Thoroughly vacuum carpet areas of hallways and stair landings.
4. Remove spots & stains in carpet.

Fort Hardeman



HURTEL STREET – 1900 HURTEL STREET
(Mondays and Thursdays)

Areas indicated on drawings (A, C, D, and E)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean lobby glass including front doors and interior doors.
10. Sweep/vacuum and dust stairways.

B. Weekly
1. Clean and sanitize telephones
2. Clean entire lobby interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Damp clean black boards if requested
4. Clean Interior Window Glass

E. Quarterly
1. Dust venetian blinds

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly
1. Wash and sanitize exterior of all containers
2. Spot clean metal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily
1. Dust mop or sweep
2. Damp mop restrooms and lounges.
3. Sanitize (restrooms).

B. Twice Weekly
1. Damp mop lobby.

C. Weekly
1. Spray buff open areas including knee space of desks.

D. Twice Monthly
1. Scrub and refinish to maintain adequate protective coating.

ALL CARPETED AREAS

A. Daily
1. Vacuum open areas.
2. Remove spots and stains.

B. Weekly
1. Thoroughly vacuum entire carpet areas.

C. Monthly
1. Machine shampoo with non-resoling shampoo to penetrate into fibers.
2. Clean with absorption disk on buffing machine.
3. Vacuum the day after shampooing.

D. Quarterly
1. High power vacuum clean loose grit and soil from carpet pile.
2. Pretreat to remove stains.
3. Shampoo clean using rotary discs and non-resoling shampoo solution.
4. Clean or rinse extract using high performance extraction equipment.
5. Deodorize with specific chemical agent to control odors.

FURNITURE

A. Daily
1. Vacuum Fabric.
2. Damp wipe plastic.

BREAKROOMS

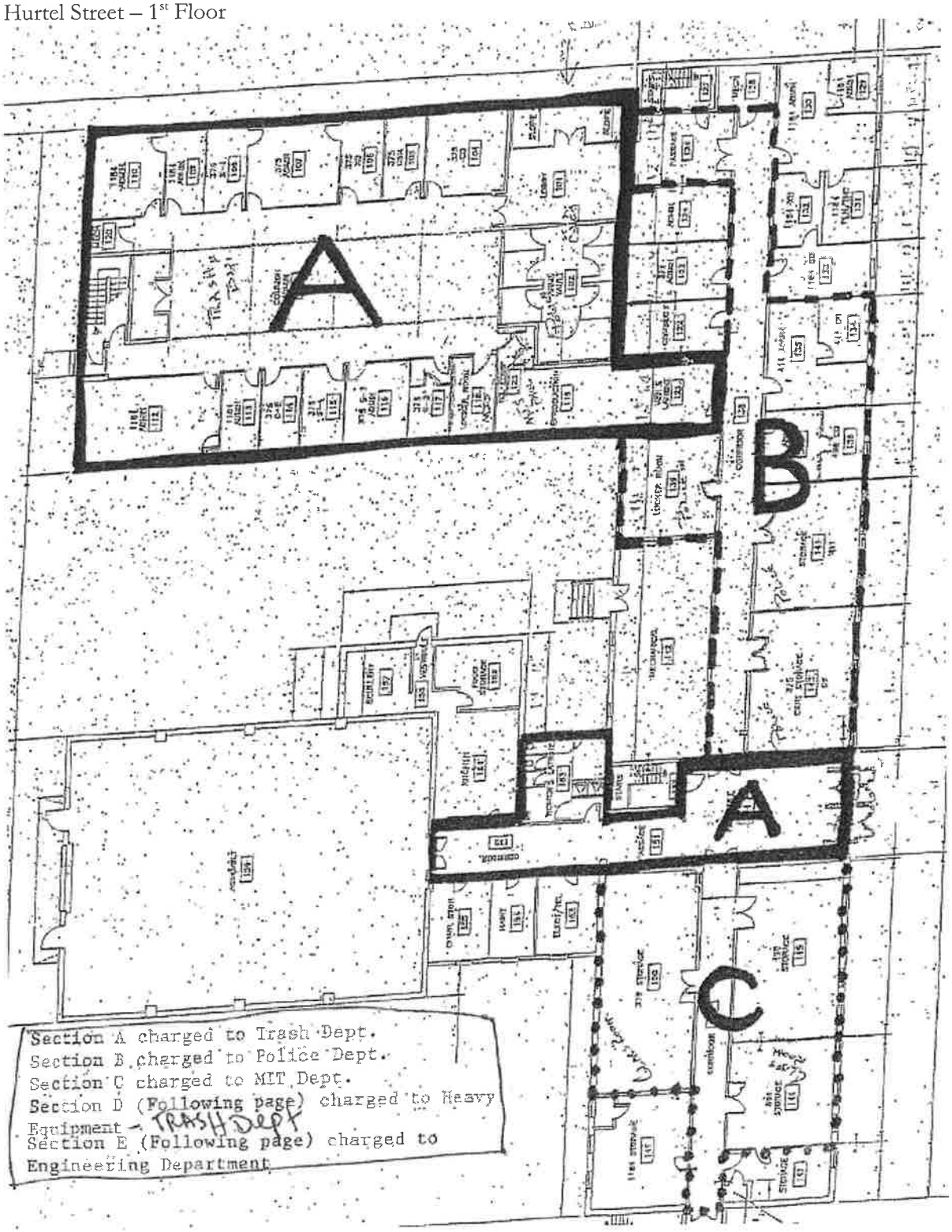
A. Daily
   1. Wash and sanitize tabletops, damp clean seats, and backs of chairs.
   2. Empty all containers and disposals and sanitize interior.

B. Weekly
   1. Wash and sanitize exterior of all containers.

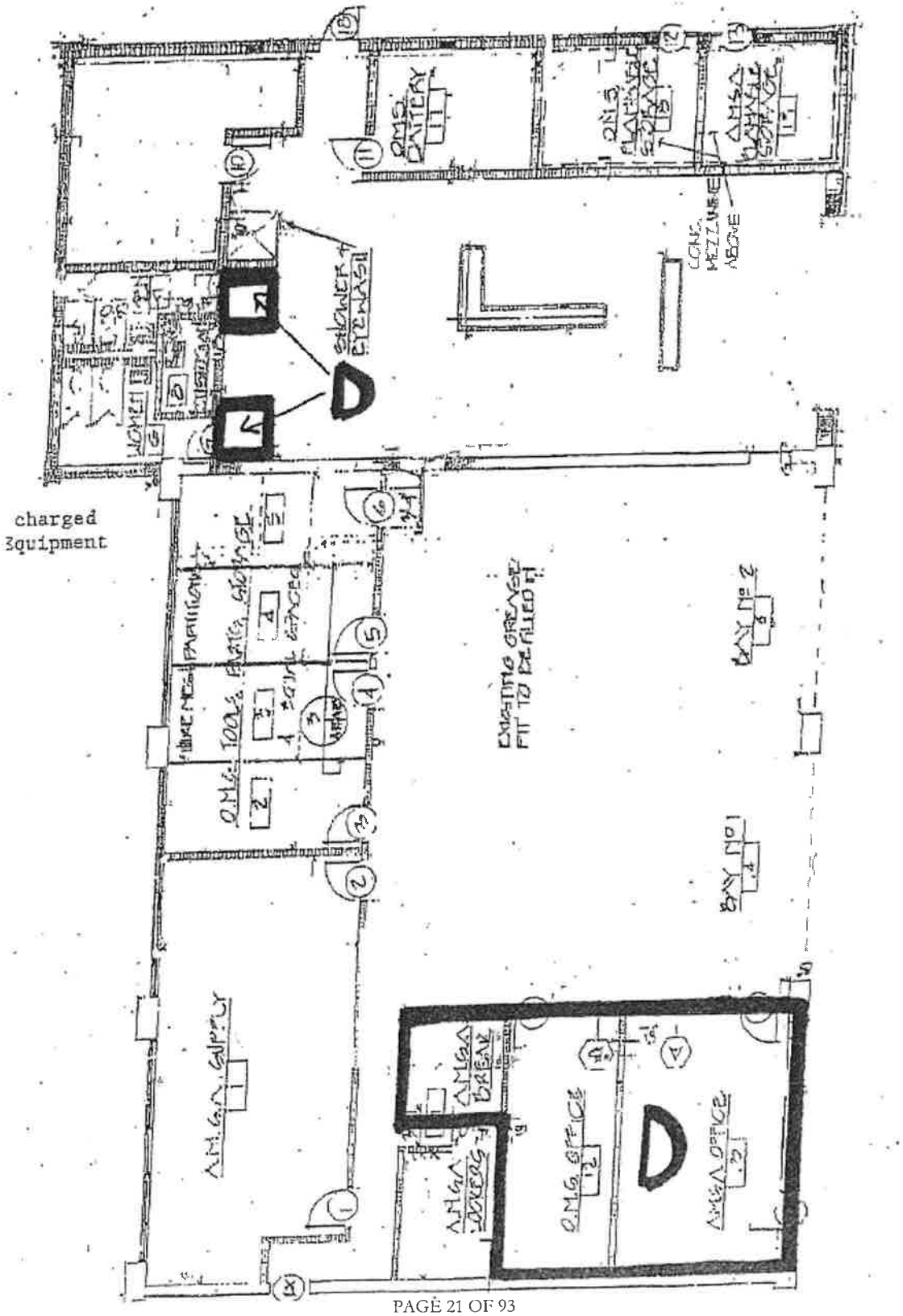
STAIRWAYS AND HALLS

A. Daily
   1. Dust mop or sweep steps.
   2. Damp mop steps.
   3. Thoroughly vacuum carpet areas of hallways and stair landings.
   4. Remove spots & stains in carpet.

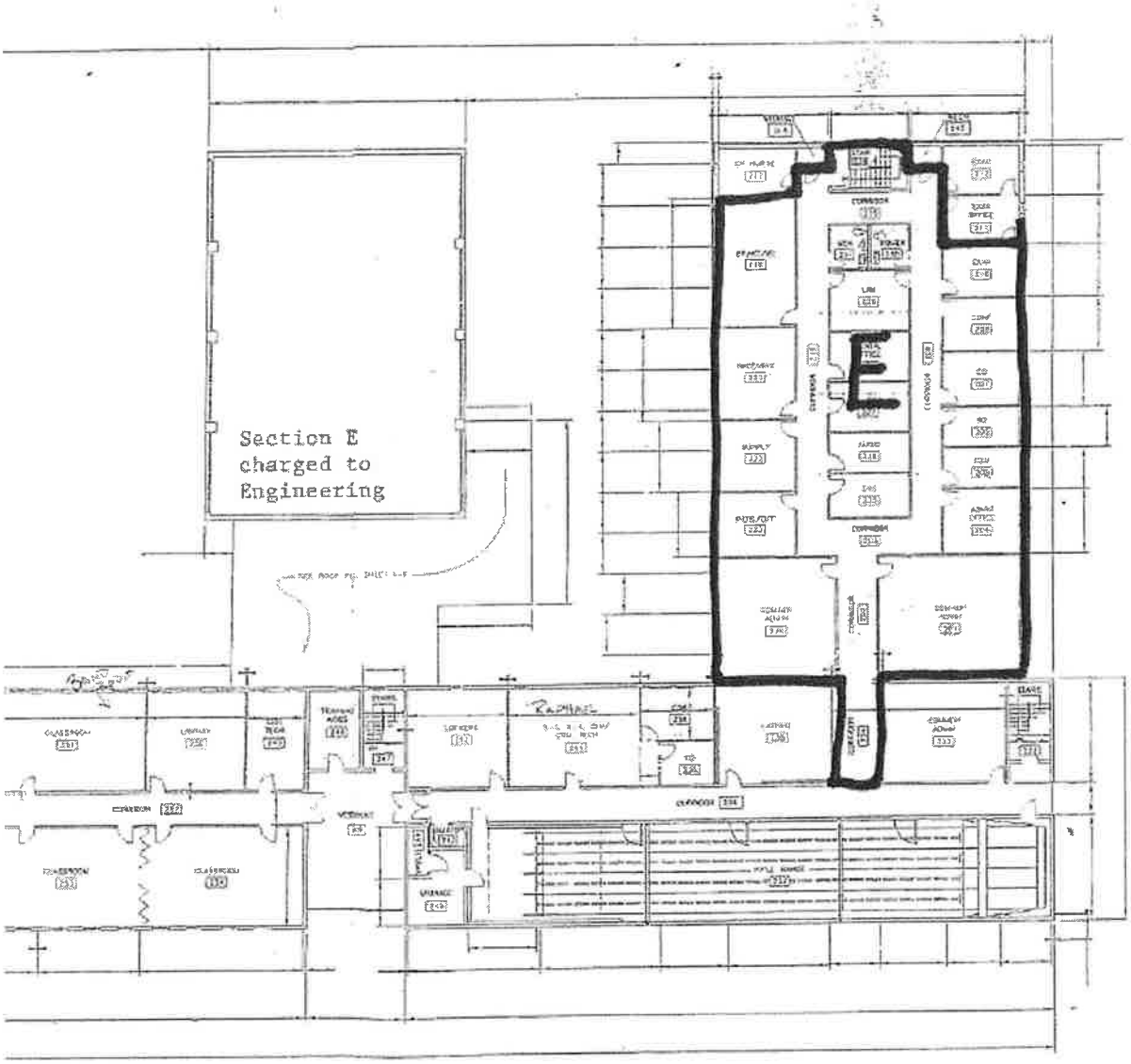
Hurtel Street – 1st Floor



Hurtel Street – Rear Building



Hurtel Street – 2nd Floor



GARAGE BODY SHOP – 901 KELLY STREET
(Mondays, Wednesdays, and Fridays)

GENERAL OFFICES, LOUNGES AND CONNECTING ROOMS

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean all windows and interior glass including glass in lobby and both sides of glass doors.
11. Sweep with treated mop.
12. Mop and remove all spills and stains on hard surface floors.
13. Mop tracked in area during inclement weather.

B. Weekly
1. Wash lobby glass in and out.
2. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Hand dust wood paneling.
4. Vacuum upholstered furniture.
5. Clean and sanitize telephones.
6. Clean baseboards.

WASH ROOMS

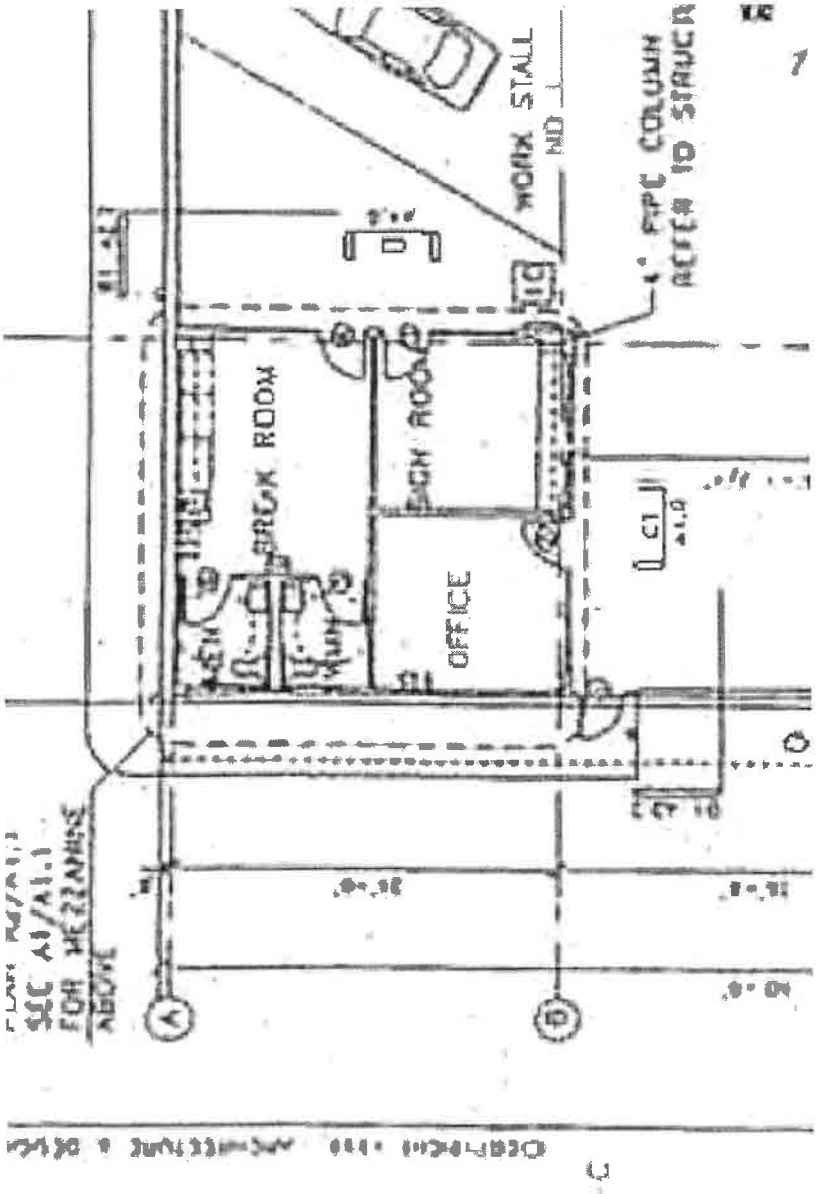
A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.
2. Clean and sanitize all flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all containers and disposals, insert liner as needed.
7. Empty and sanitize interior of sanitary container.
8. Remove spots, stains, and splashes from wall area adjacent to hand basins.
9. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
10. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
11. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

Garage Body Shop



POLICE DIP PRECINCT
(Mondays, Wednesdays, and Fridays – General Cleaning)
(Tuesdays – Showers)
(Tuesdays and Thursdays – Gym)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum rugs and carpet in traffic areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Wash entry glass in and out.
2. Thoroughly vacuum all carpeting, moving light furniture.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Vacuum upholstered furniture.
4. Clean and sanitize telephones.
5. Clean baseboards.

E. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.
4. Wax VCT floors – Schedule work after 5:00 pm Monday thru Friday or on weekends with prior approval.

WASH ROOMS

A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.
2. Clean and sanitize all flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all containers and disposals, insert liner as needed.
7. Empty and sanitize interior of sanitary container.
8. Remove spots, stains, and splashes from wall area adjacent to hand basins.
9. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
10. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
11. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet amd urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

C. Twice Weekly

1. Wash and sanitize metal partitions.

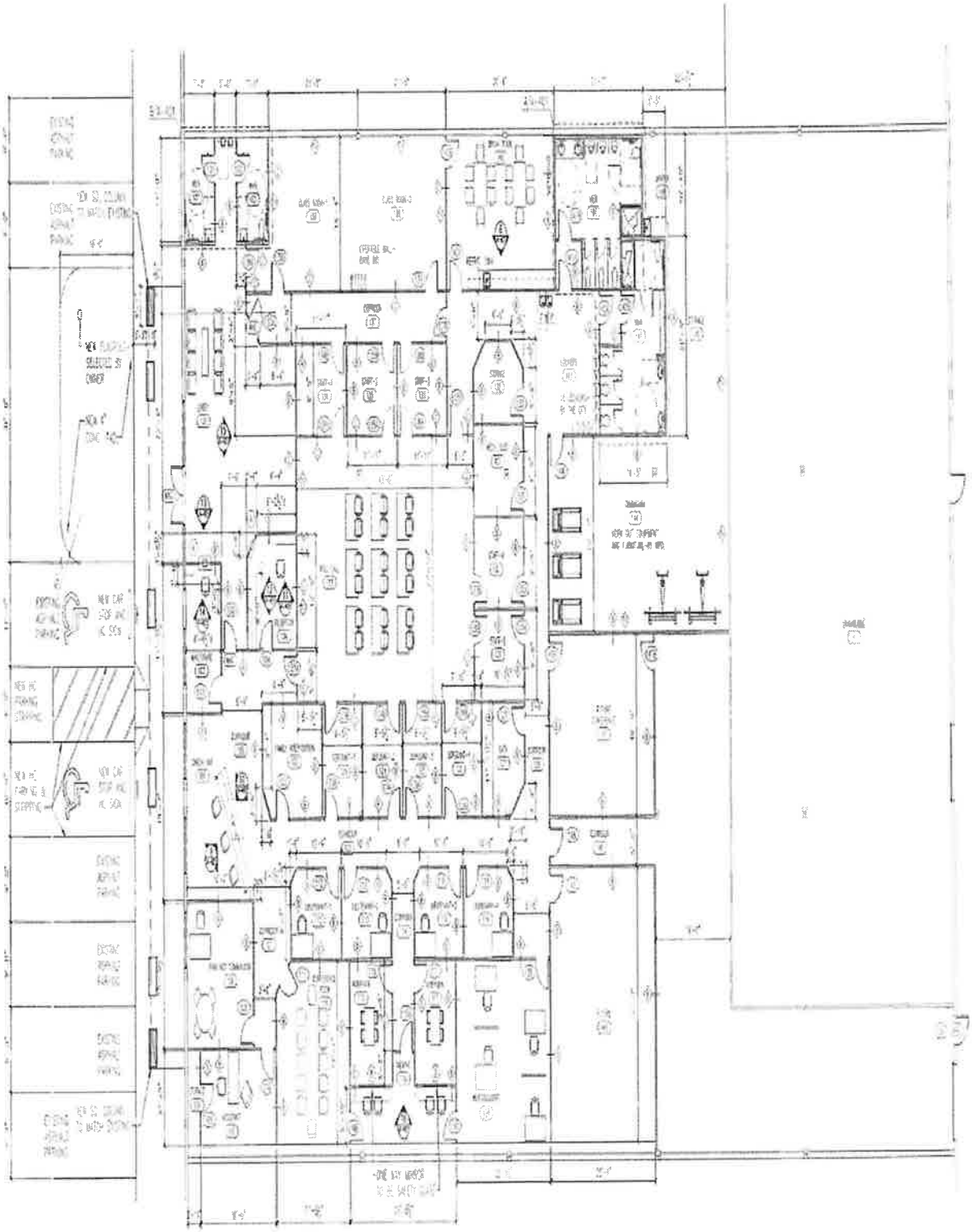
SHOWERS

1. Showers to be scrubbed and sanitized & pressure washed on Tuesdays, to help reduce bacteria, fungus, and viruses.

GYM

1. Clean Gym on Tuesdays and Thursdays – Clean and Sanitize all hard surfaces, floors equipment, etc.

POLICE DIP PRECINCT



A FLOOR PLAN

MOTOR POOL - 850 Virginia St.
(Mondays, Wednesdays, and Fridays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean lobby glass including front doors and interior doors.
10. Sweep/vacuum and dust stairways.
11. Clean break room area – wipe down tables, counters, chairs; and remove trash.

B. Weekly
1. Clean and sanitize telephones
2. Clean entire lobby interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
4. Wipe down Breakroom – microwave, ice maker, and refrigerator.

C. Twice Monthly
1. Dust venetian blinds.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Damp clean black boards if requested

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly
   1. Wash and sanitize exterior of all containers
   2. Spot clean metal partitions.
   3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily
   1. Dust mop or sweep
   2. Damp mop restrooms and lounges.
   3. Sanitize (restrooms).

B. Twice Weekly
   1. Damp mop lobby.

C. Weekly
   1. Spray buff open areas including knee space of desks.

D. Twice Monthly
   1. Scrub and refinish to maintain adequate protective coating.

E. Semi-Annually (or as needed)
   1. Strip, clean, refinish, and machine polish

ALL CARPETED AREAS

A. Daily
   1. Vacuum open areas.
   2. Remove spots and stains.

B. Weekly
   1. Thoroughly vacuum entire carpet areas.

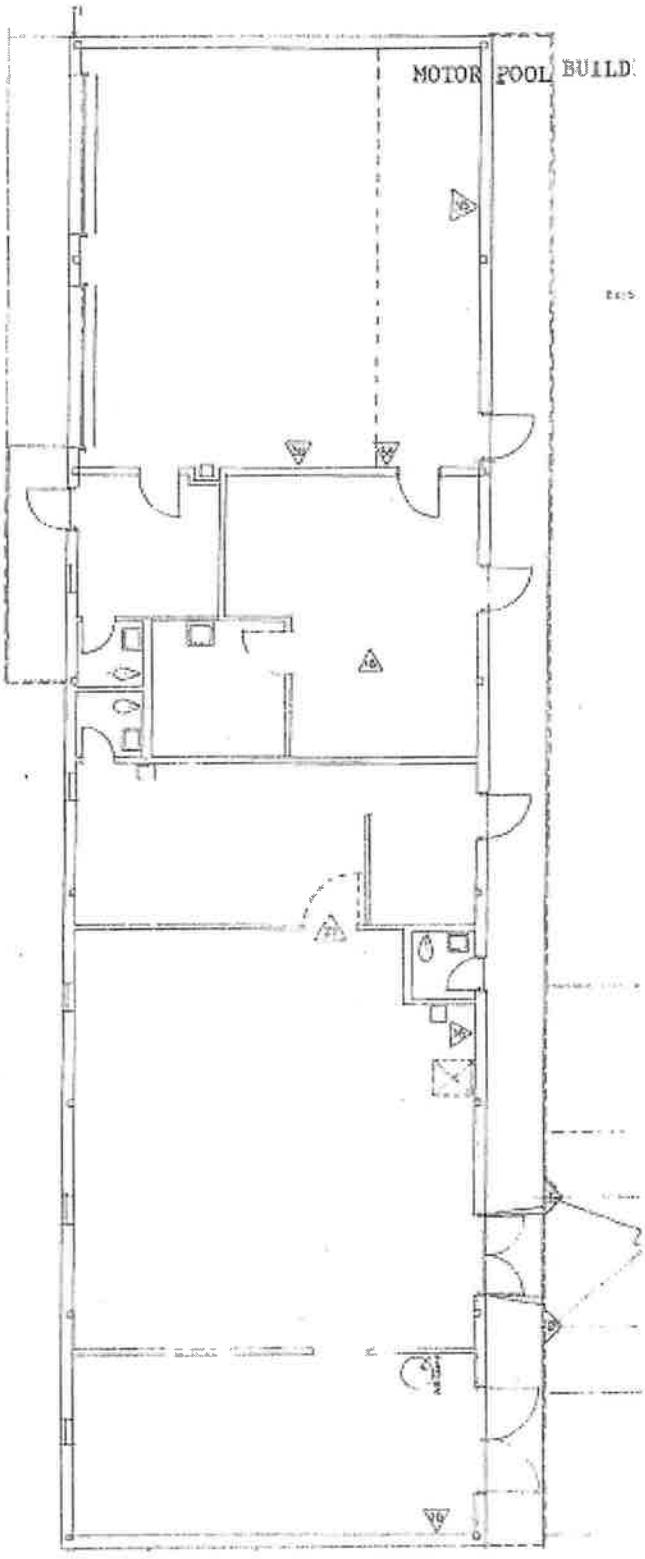
C. Monthly
   1. Machine shampoo with non-resoiling shampoo to penetrate into fibers.
   2. Clean with absorption disk on buffing machine.
   3. Vacuum the day after shampooing.

D. Quarterly
   1. High power vacuum clean loose grit and soil from carpet pile.
   2. Pretreat to remove stains.
   3. Shampoo clean using rotary discs and non-resoiling shampoo solution.
   4. Clean or rinse extract using high performance extraction equipment.
   5. Deodorize with specific chemical agent to control odors.

FURNITURE

A. Daily
   1. Vacuum Fabric.
   2. Damp wipe plastic.

Motor Pool



MUNICIPAL
ARCHIVE BUILDING - 457 CHURCH STREET
(Tuesdays and Thursdays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all furniture including desks, chairs, tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables in lounges.
9. Sweep/vacuum and dust stairways.
10. Vacuum all carpeted areas.

B. Weekly
1. Clean and sanitize telephones
2. Clean all windows and interior glass.
3. Damp clean baseboards.
4. Damp clean laminated plastic wainscot.
5. Remove finger prints from doors, frames, light switches, kick and push plates, handles, railings.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Clean entire interior glass.
4. Vacuum acoustical paneling.

D. QUARTERLY
1. Dust venetian blinds.
2. Shampoo all carpeted areas or as needed to maintain cleanliness.

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Dust metal partitions.
7. Remove spots, stains, splashes from wall area adjacent to hand basins.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.

10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.
11. Dust all furniture including tables, chairs, etc.

B. Weekly
1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, moldings.

ALL TILED FLOORS AND STAIRWELLS

A. Daily
1. Dust mop or sweep
2. Damp mop offices, stairwells, restrooms and lounges (DO NOT SPATTER BASEBOARD OR DOORS).
3. Sanitize restrooms.
4. Damp mop computer room twice a week. Take precautions to avoid getting water into a/c/ system on floor openings.

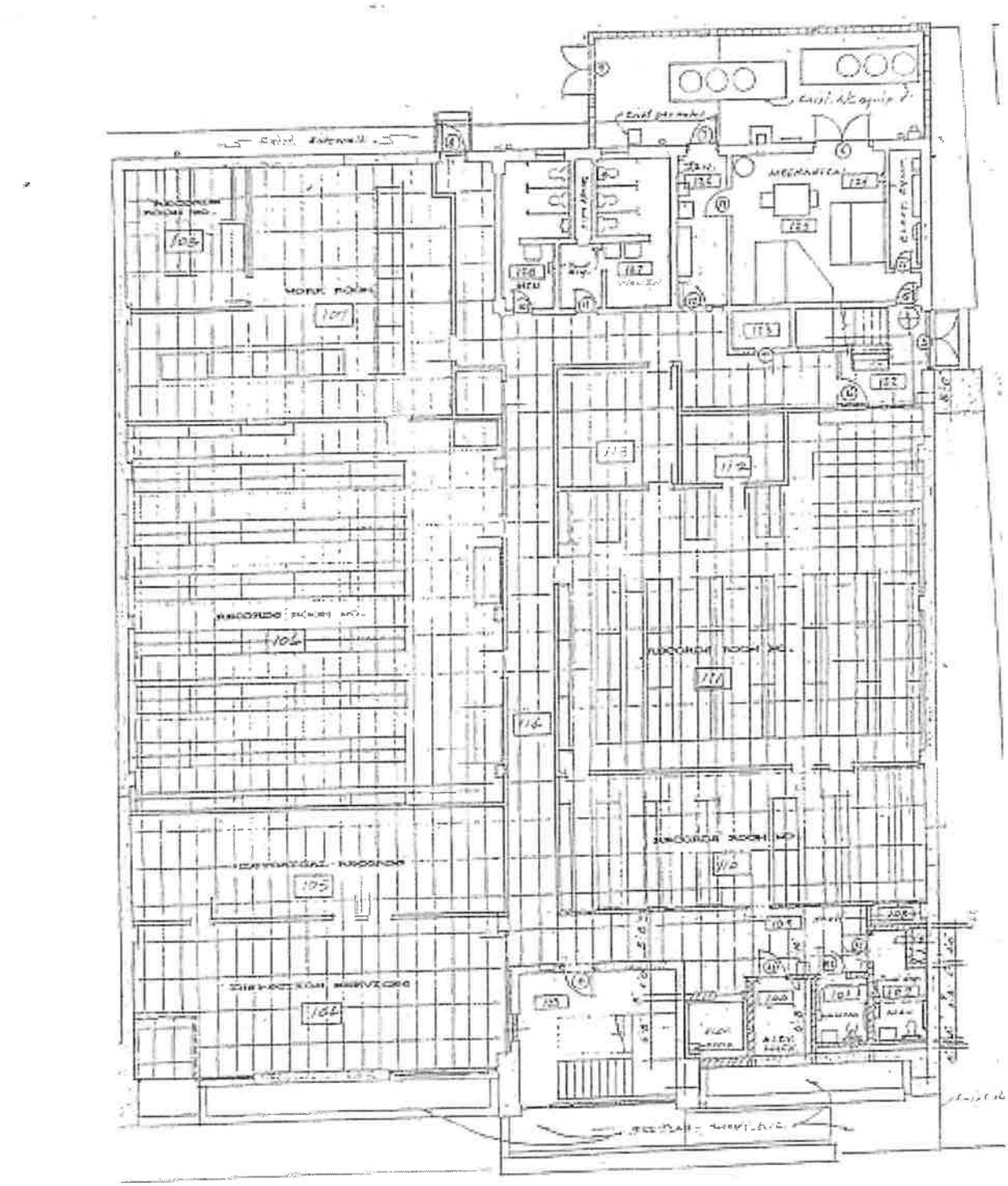
B. Weekly
1. Spray buff open areas including knee space of desks.

C. Semi-annually (or as needed)
1. Scrub and refinish to maintain adequate protective coating

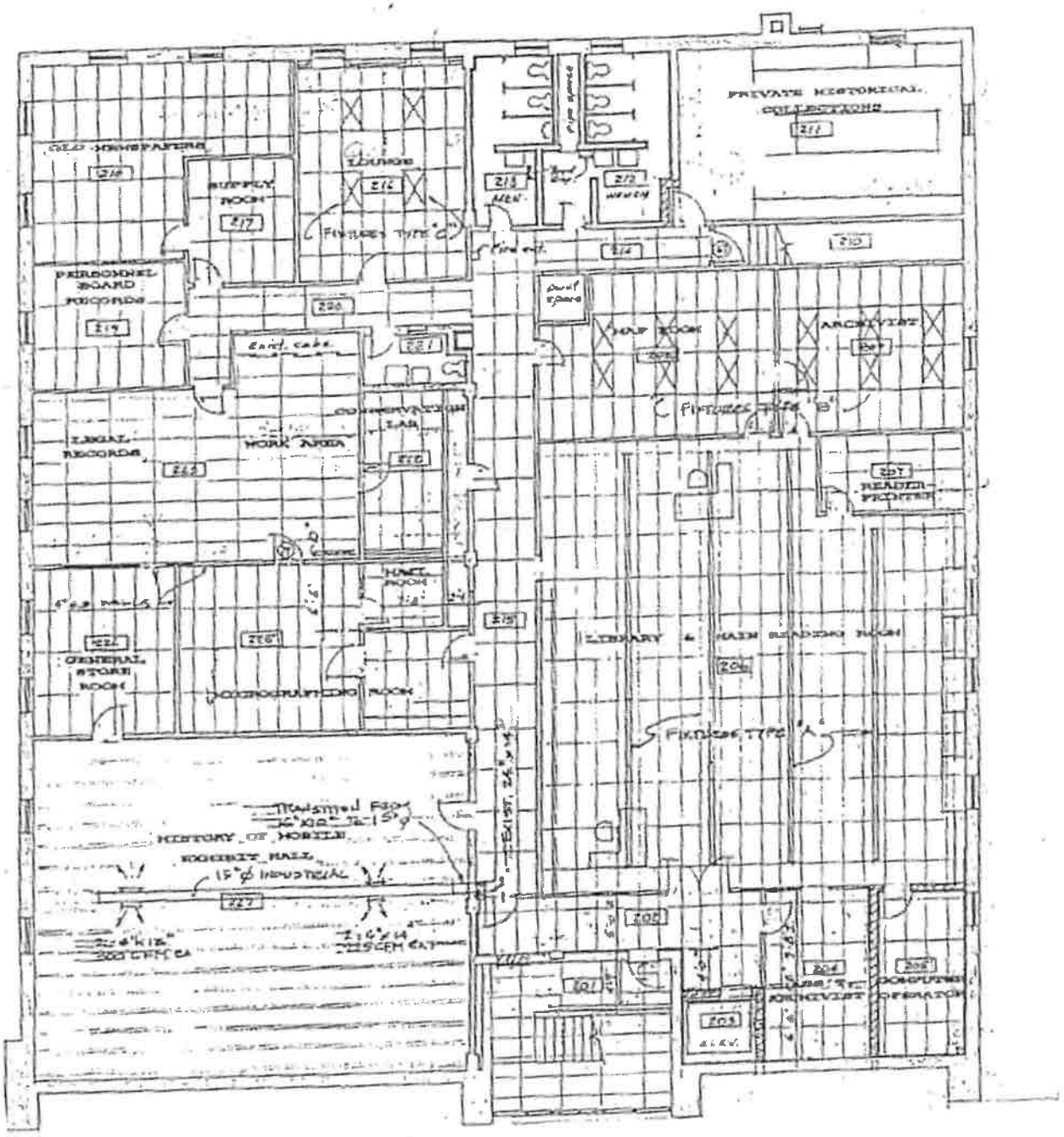
FURNITURE

A. Weekly
1. Vacuum Fabric.
2. Damp wipe plastic.

Municipal Archives – 1st Floor



Municipal Archives – 2nd Floor



POLICE ACADEMY - 1251 VIRGINIA STREET
(Mondays, Wednesdays, and Fridays – General Cleaning)
(Tuesdays – Showers)
(Tuesdays and Thursdays – Gym)

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.

B. Weekly
1. Clean and sanitize telephones
2. Spot Clean all windows and interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly
1. Dust venetian blinds.

D. Monthly
1. Remove dust and cobwebs from ceiling areas and air diffusers.

SHOWERS
2. Showers to be scrubbed and sanitized & pressure washed on Tuesdays, to help reduce bacteria, fungus, and viruses.

GYM
2. Clean Gym on Tuesdays and Thursdays – Clean and Sanitize all hard surfaces, floors, equipment, etc.

RESTROOMS
A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Clean all showers.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges,

shelves, frames, heating outlets.

B. Weekly
1. Wash and sanitize exterior of all containers
2. Spot clean metal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

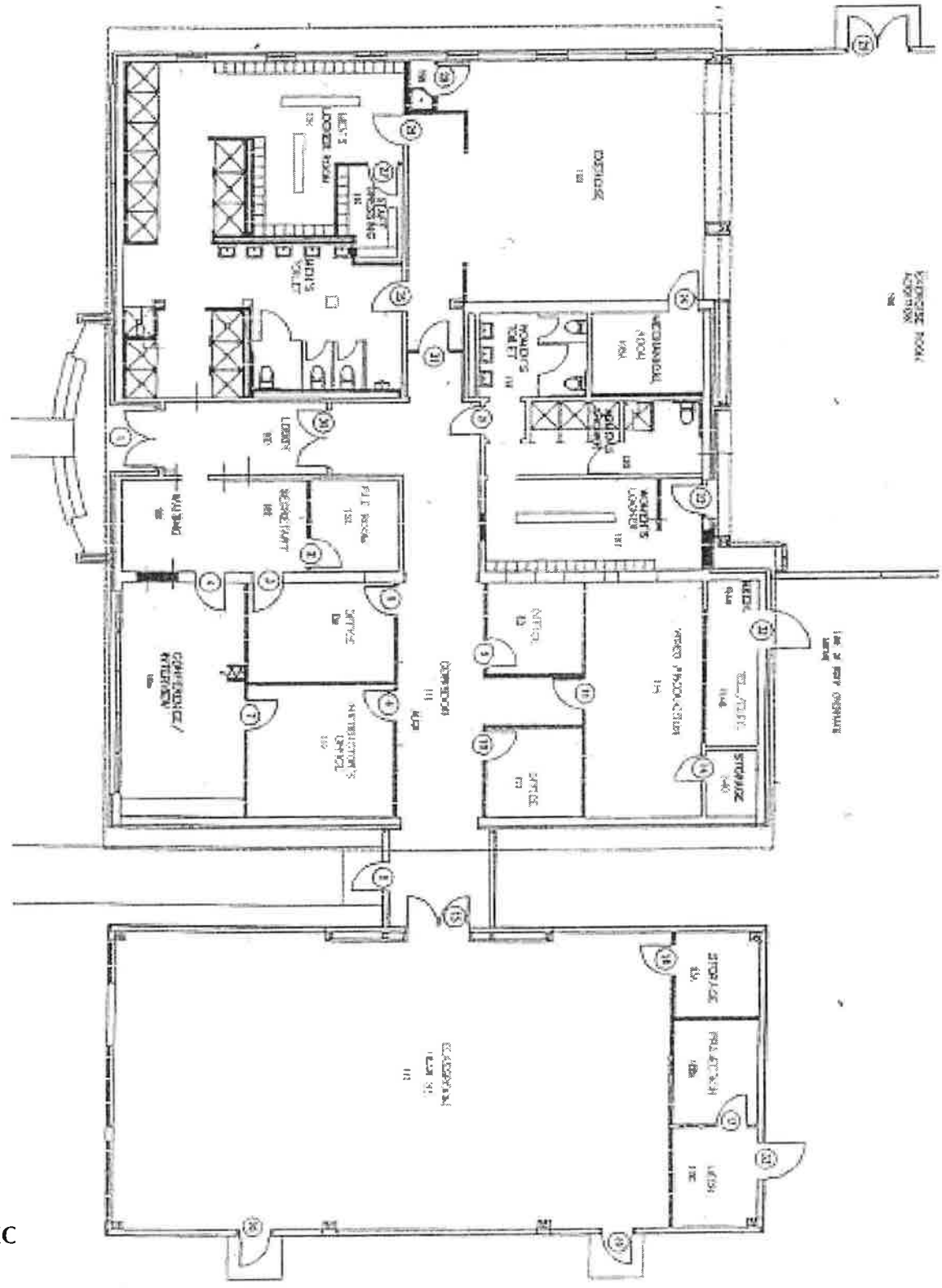
FLOORS (Both vinyl composition and ceramic)

A. Daily
1. Dust mop or sweep
2. Damp mop offices, stairwells, restrooms and lounges. DO NOT SPATTER BASEBOARDS OR DOORS.
3. Sanitize (restrooms).
4. Scrub and refinish to maintain adequate protective coating (twice (2) yearly) or as needed.

B. Quarterly
1. Top Scrub and Wax

C. Semi-Annually
1. Strip and Refinish

Police Academy



POLIC

(Mondays, Wednesdays, and Fridays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean lobby glass including front doors and interior doors.
10. Sweep/vacuum and dust stairways.
11. Dust and spot clean elevators.
12. Empty wastebaskets in Basement Rooms. Other daily tasks to be performed Twice Weekly in Basement except in hatched areas.

B. Weekly
1. Clean and sanitize telephones
2. Clean entire lobby interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly
1. Dust venetian blinds.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Damp clean black boards if requested

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean metal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily
1. Dust mop or sweep.
2. Damp mop restrooms and lounges.
3. Sanitize (restrooms).
4. Dust mop wood floor on second floor.

B. Twice Weekly
1. Damp mop lobby.

C. Weekly
1. Spray buff open areas including knee space of desks.

D. Monthly
1. Wax VCT floors – Schedule for third Saturday of each month.

ALL CARPETED AREAS

A. Daily
1. Vacuum open areas.
2. Remove spots and stains.

B. Weekly
1. Thoroughly vacuum entire carpet areas.

C. Monthly
1. Machine shampoo with non-resoiling shampoo to penetrate into fibers.
2. Clean with absorption disk on buffing machine.
3. Vacuum the day after shampooing.

D. Quarterly
1. High power vacuum clean loose grit and soil from carpet pile.
2. Pretreat to remove stains.
3. Shampoo clean using rotary discs and non-resoiling shampoo solution.
4. Clean or rinse extract using high performance extraction equipment.
5. Deodorize with specific chemical agent to control odors.

FURNITURE

A. Daily
1. Vacuum Fabric.

2. Damp wipe plastic.

BREAKROOMS

A. Daily
   1. Wash and sanitize tabletops, damp clean seats, and backs of chairs.
   2. Empty all containers and disposals and sanitize interior.

B. Weekly
   1. Wash and sanitize exterior of all containers.

STAIRWAYS AND HALLS

A. Daily
   1. Dust mop or sweep steps.
   2. Damp mop steps.
   3. Thoroughly vacuum carpet areas of hallways and stair landings.
   4. Remove spots & stains in carpet.

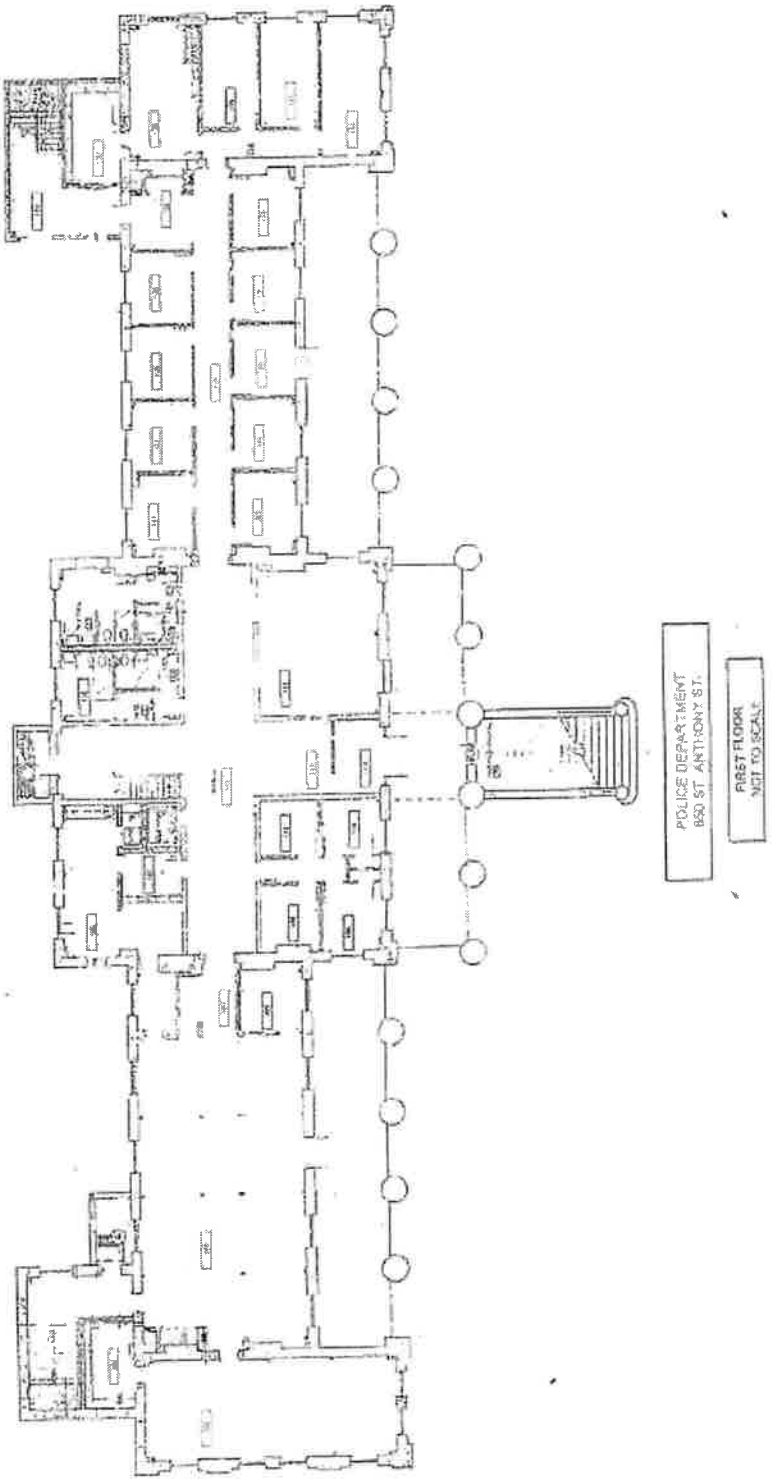
ELEVATOR

A. Daily
   1. Vacuum all carpet areas.
   2. Remove spots and stains in carpet.

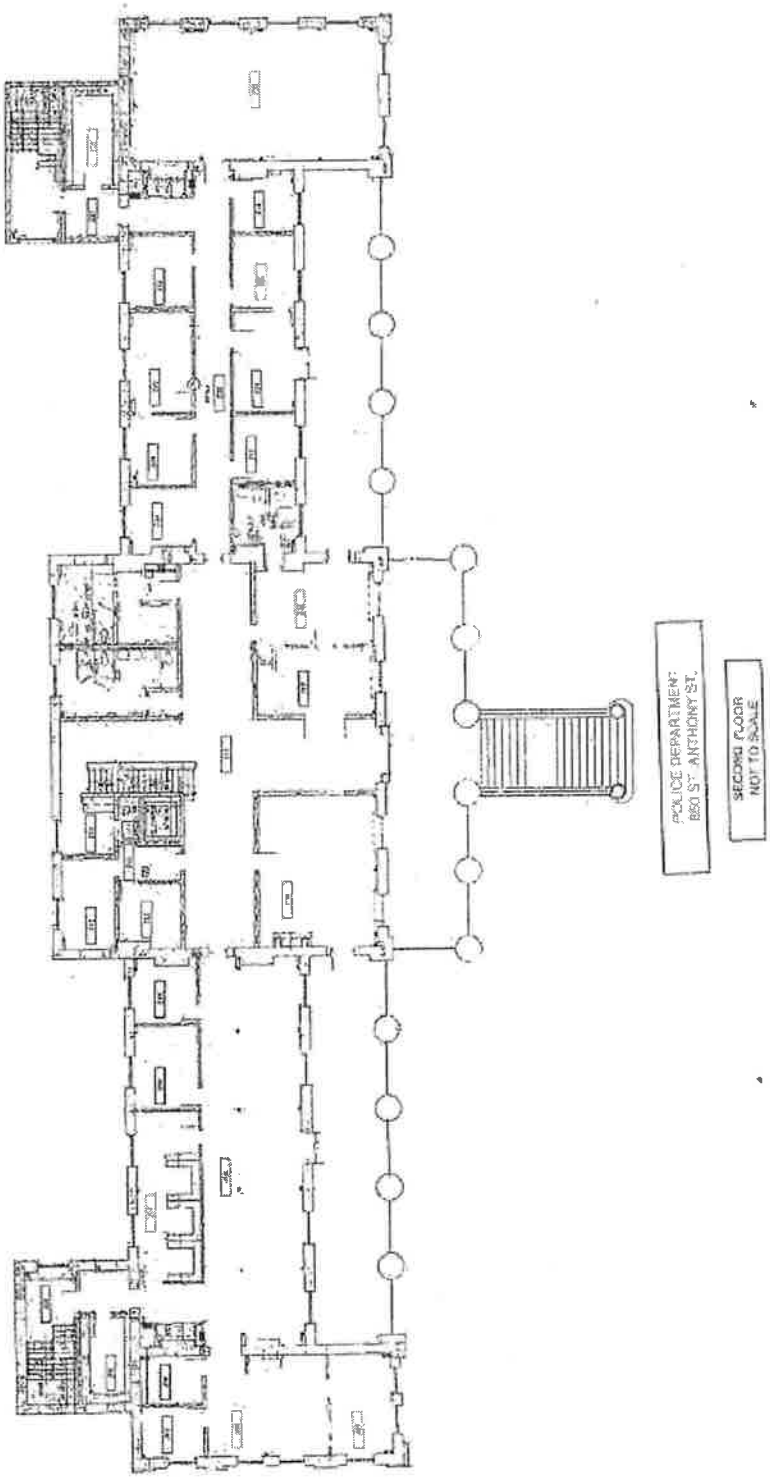
B. Weekly
   1. Damp clean walls and railings.

C. Monthly
   1. Machine shampoo.

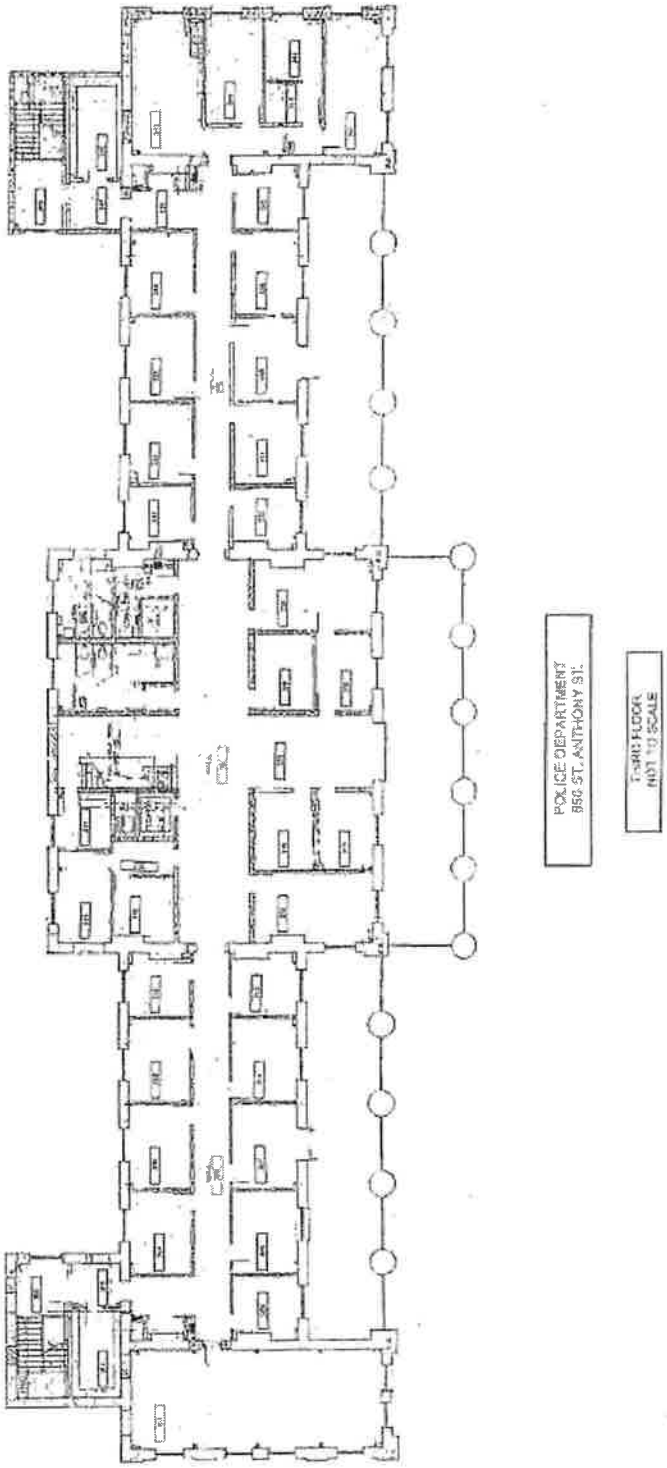
Police Department – Special Operations – 1st Floor



Police Department – Special Operations – 2nd Floor



Police Department – Special Operations – 3rd Floor



POLICE FIRST PRECINCT - 850 VIRGINIA STREET
(Mondays, Wednesdays, and Fridays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum rugs and carpet in traffic areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Wash entry glass in and out.
2. Thoroughly vacuum all carpeting, moving light furniture.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Vacuum upholstered furniture.
4. Clean and sanitize telephones.
5. Clean baseboards.

E. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.

WASH ROOMS

A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.
2. Clean and sanitize all flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all containers and disposals, insert liner as needed.
7. Empty and sanitize interior of sanitary container.
8. Remove spots, stains, and splashes from wall area adjacent to hand basins.
9. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
10. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
11. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

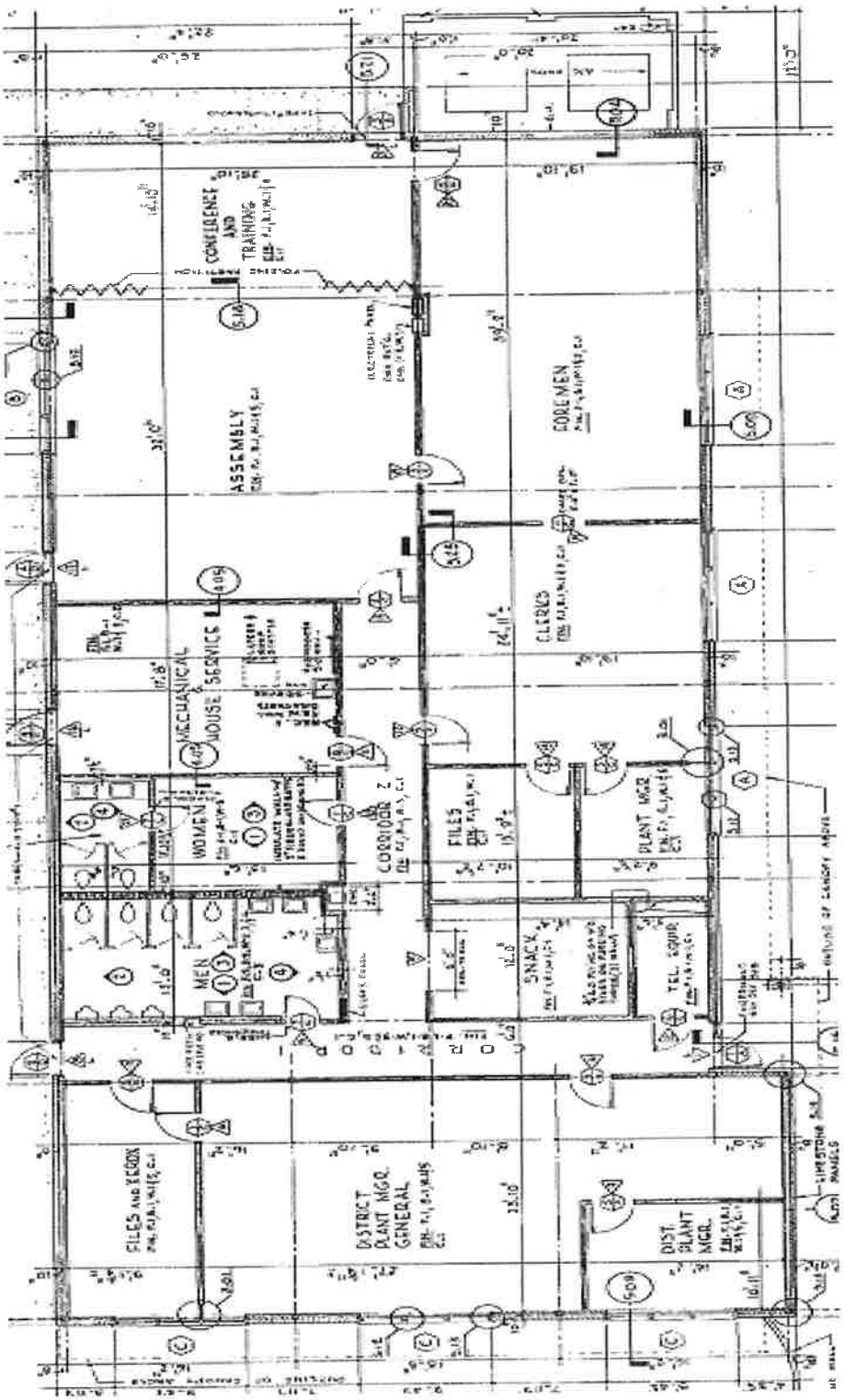
B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet amd urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

C. Twice Weekly

1. Wash and sanitize metal partitions.

Police First Precinct



POLICE SECOND PRECINCT – 5441 HWY 90 West, SUITE C
(Mondays, Wednesdays, and Fridays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum all carpeted areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Spot clean all windows and interior glass.
2. Damp clean baseboards,
3. Damp clean laminated plastic wainscot.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.Vacuum acoustical paneling.
3. Clean entire interior glass.

E. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.

WASH ROOMS

A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.
2. Clean and sanitize all flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all containers and disposals, insert liner as needed.
7. Empty and sanitize interior of sanitary container.
8. Remove spots, stains, and splashes from wall area adjacent to hand basins.
9. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
10. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
11. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

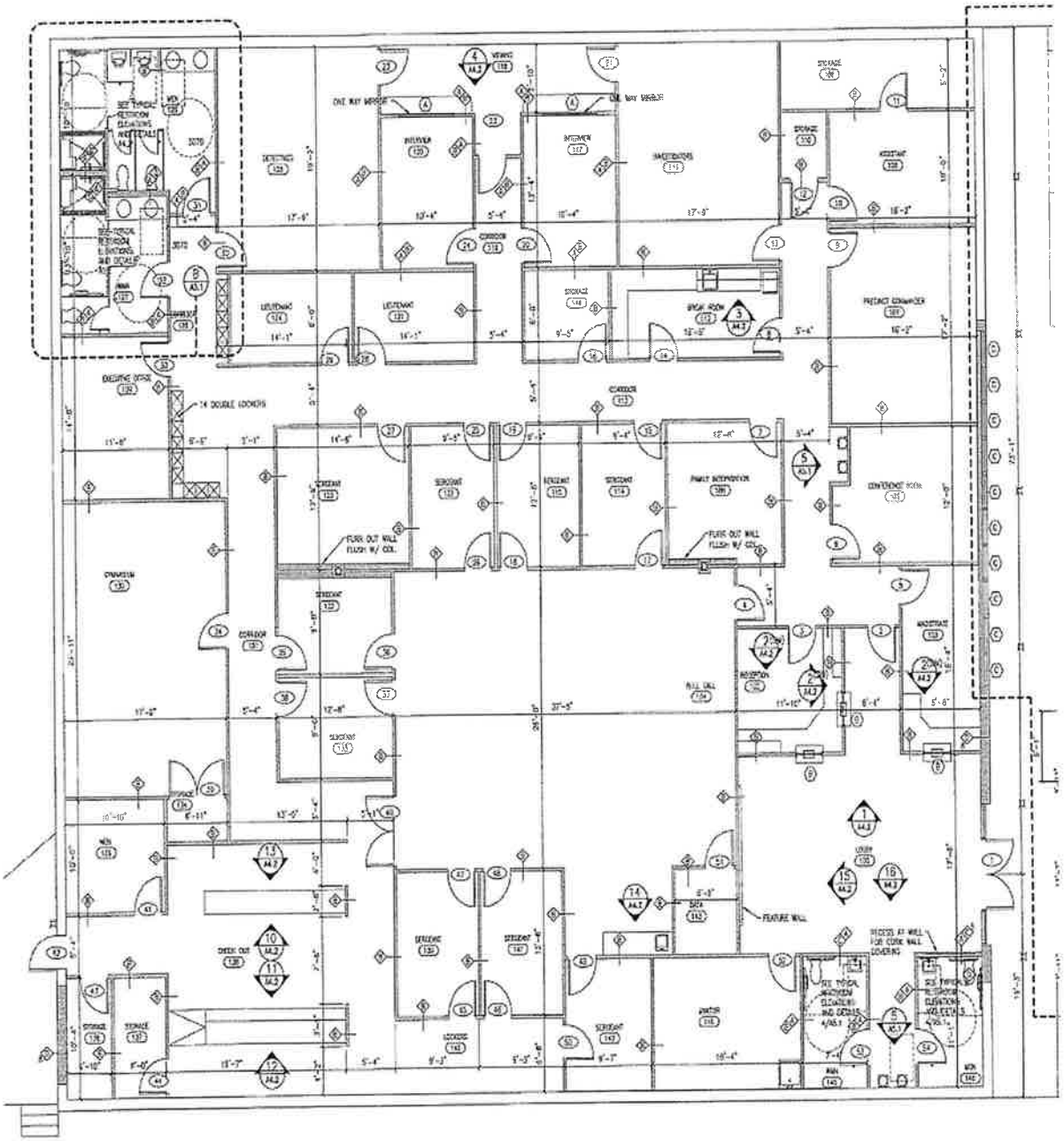
B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

C. Twice Weekly

1. Wash and sanitize toilet and urinal partitions.
2. Vacuum all carpeted areas.

Police Second Precinct



POLICE THIRD PRECINCT - 2165 SAINT STEPHENS ROAD
(Mondays, Wednesdays, and Fridays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily

15. Empty wastebaskets.
16. Remove and deposit trash to designated containers.
17. Dust and spot clean all furniture including desks, chairs, tables, etc.
18. Dust partitions, ledges and low moldings.
19. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
20. Dust all exposed filing cabinets, bookcases, and shelves.
21. Dust all telephones.
22. Clean and sanitize drinking fountains.
23. Clean counter tops and tables.
24. Spot clean entryway glass.
25. Vacuum all carpeted areas.
26. Remove spots from carpet.
27. Damp mop and remove all spills and stains on hard surface floors.
28. Turn off all lights, close windows and lock doors as instructed.

B. Weekly

1. Spot clean all windows and interior glass.
2. Damp clean baseboards,
3. Damp clean laminated plastic wainscot.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Twice Monthly

1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly

1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, etc.
2. Remove dust and cobwebs from ceiling areas, clean vents and diffuser outlets.
3. Vacuum acoustical paneling.
4. Clean entire interior glass.

E. Quarterly

1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.

WASH ROOMS

A. Daily

12. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.
13. Clean and sanitize all flush rings, drain and overflow outlets.
14. Clean and polish all chrome fittings.
15. Clean and sanitize toilet seats.
16. Clean and polish all glass and mirrors.
17. Empty all containers and disposals, insert liner as needed.
18. Empty and sanitize interior of sanitary container.
19. Remove spots, stains, and splashes from wall area adjacent to hand basins.
20. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
21. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
22. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

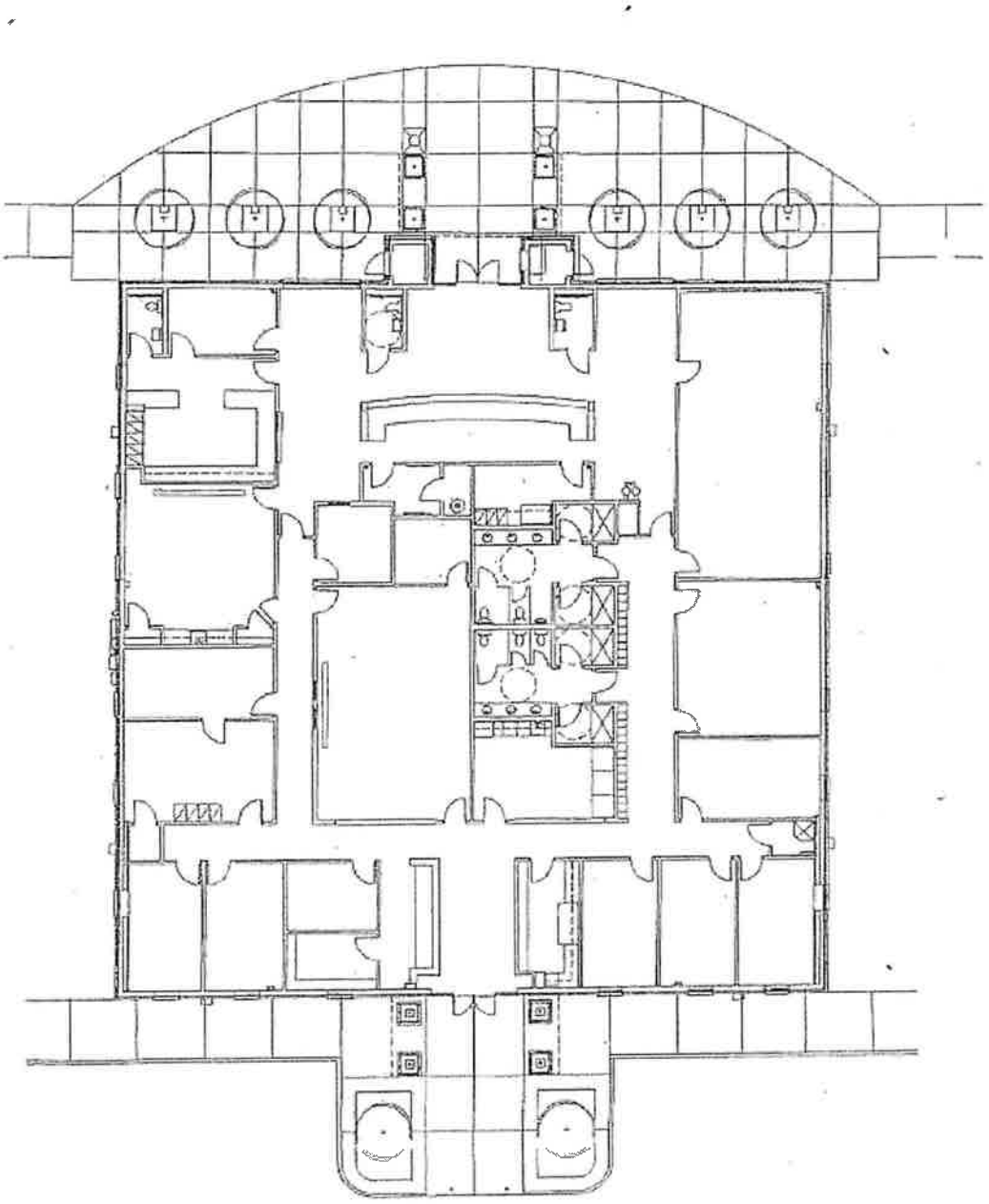
B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

C. Twice Weekly

1. Wash and sanitize toilet and urinal partitions.
2. Vacuum all carpeted areas.

Police Third Precinct



POLICE FOURTH PRECINCT – 8080 Airport Blvd.
(Mondays, Wednesdays, and Fridays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum all carpeted areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Clean all windows and interior glass.
2. Clean pictures, frames, charts, etc.
3. Clean all desks after permission from clients.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, edges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Vacuum acoustical paneling.
4. Clean entire interior and exterior glass.
5. Dust venetian blinds.
6. Clean and refinish any worn or dirty tile floor area.
7. Vacuum upholstered furniture.
8. Scrub and refinish floors.
9. Damp clean black boards if requested.

D. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.

WASH ROOMS (Also the restroom at Gas Pumps)

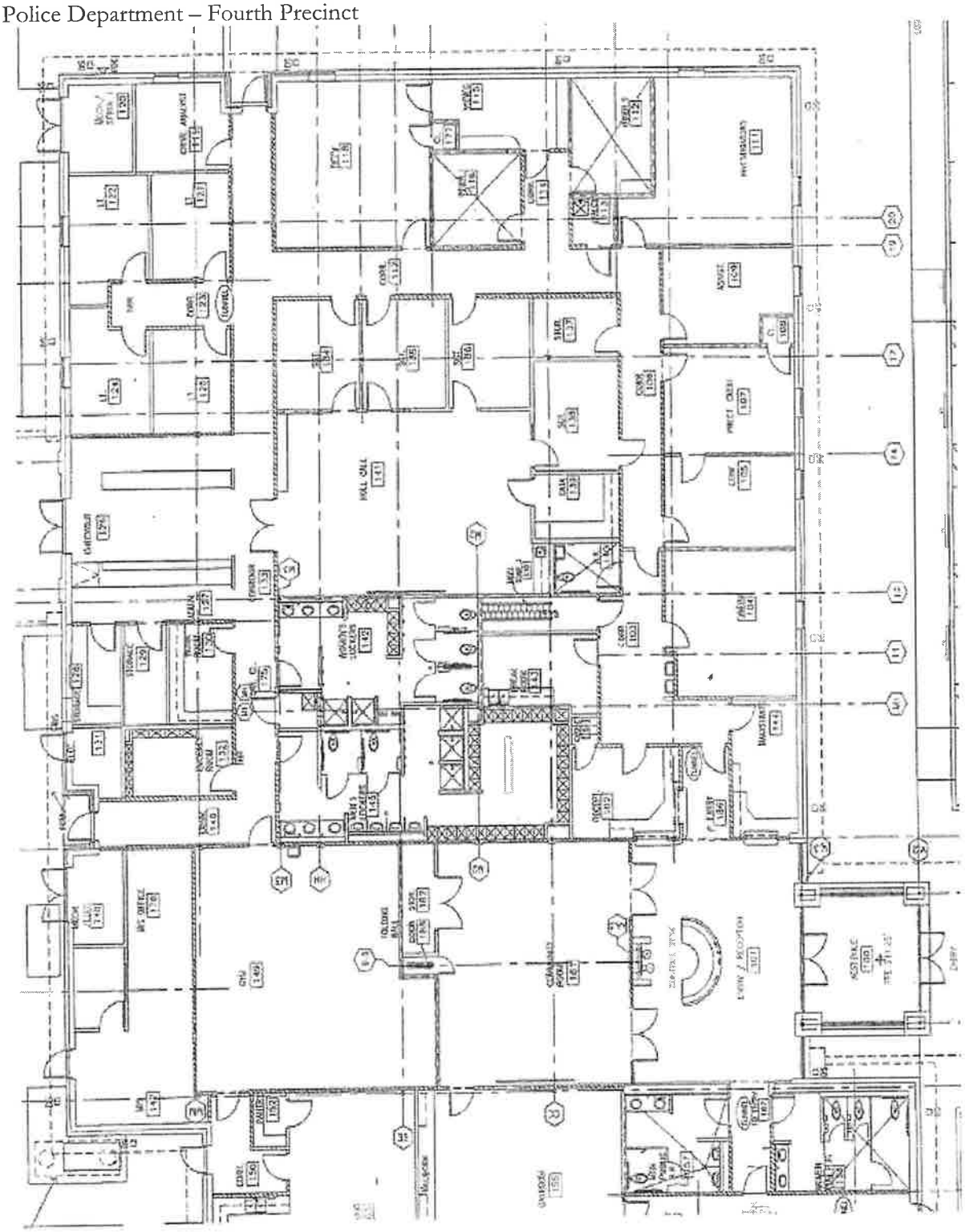
A. Daily
1. Clean and polish all chrome fittings.

2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Dust metal partitions.
7. Remove spots, stains, and splashes from wall area adjacent to hand basins.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean metal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

Police Department – Fourth Precinct



POLICE HEADQUARTERS– 2460 GOVERNMENT STREET
(Mondays – Fridays)

GENERAL OFFICES, LOUNGES AND CONNECTING ROOMS

A. Daily

1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Spot clean desktops.
10. Clean counter tops and tables.
11. Vacuum rugs and carpet in traffic areas.
12. Sweep with treated mop.
13. Mop and remove all spills and stains on hard surface floors.
14. Mop tracked in area during inclement weather.

B. Weekly

1. Wash lobby glass in and out.
2. Thoroughly vacuum all carpeting, moving light furniture.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly

1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly

1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Hand dust wood paneling.
4. Vacuum upholstered furniture.
5. Clean and sanitize telephones.
6. Clean baseboards.
7. Floor stripping and waxing to be scheduled on 1st Saturday of each month.

E. Quarterly

1. Shampoo carpet (highlighting)

WASH ROOMS

A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.

2. Clean and sanitize all flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all containers and disposals, insert liner as needed.
7. Empty and sanitize interior of sanitary container.
8. Remove spots, stains, and splashes from wall area adjacent to hand basins
9. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
10. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc
11. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

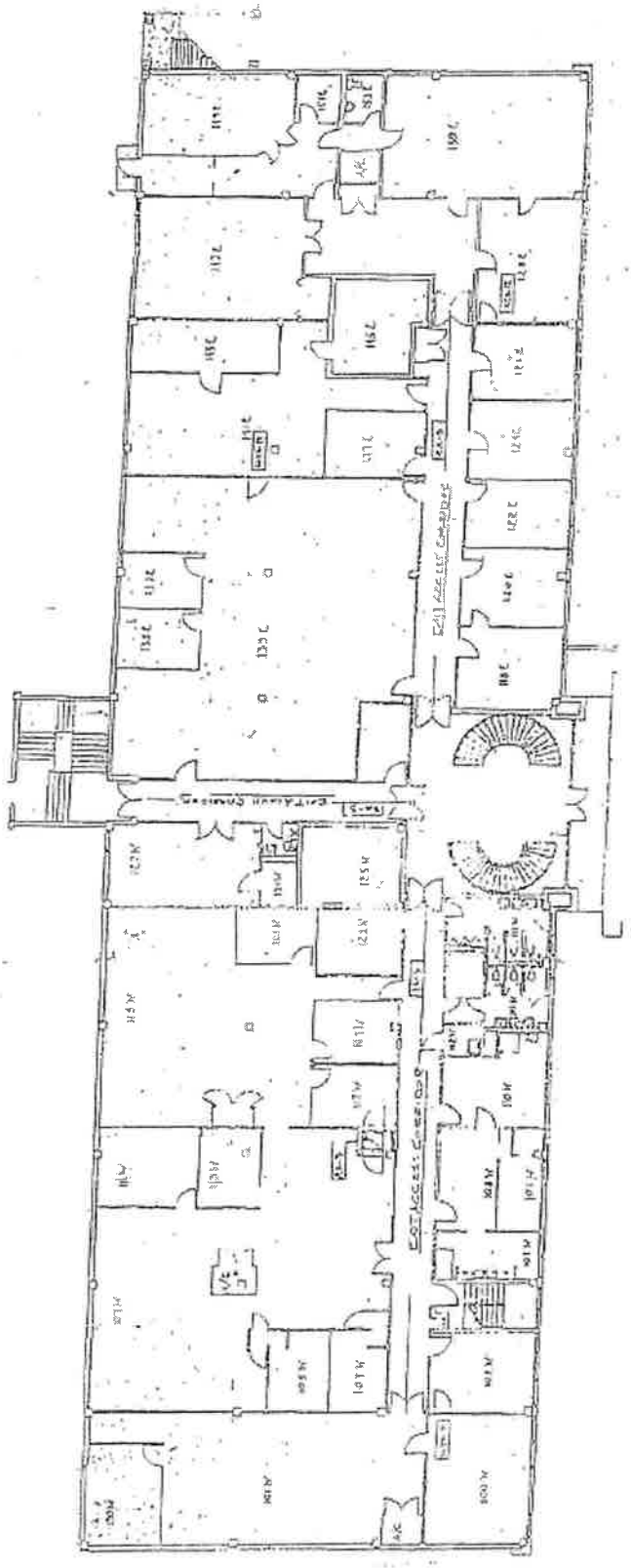
B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

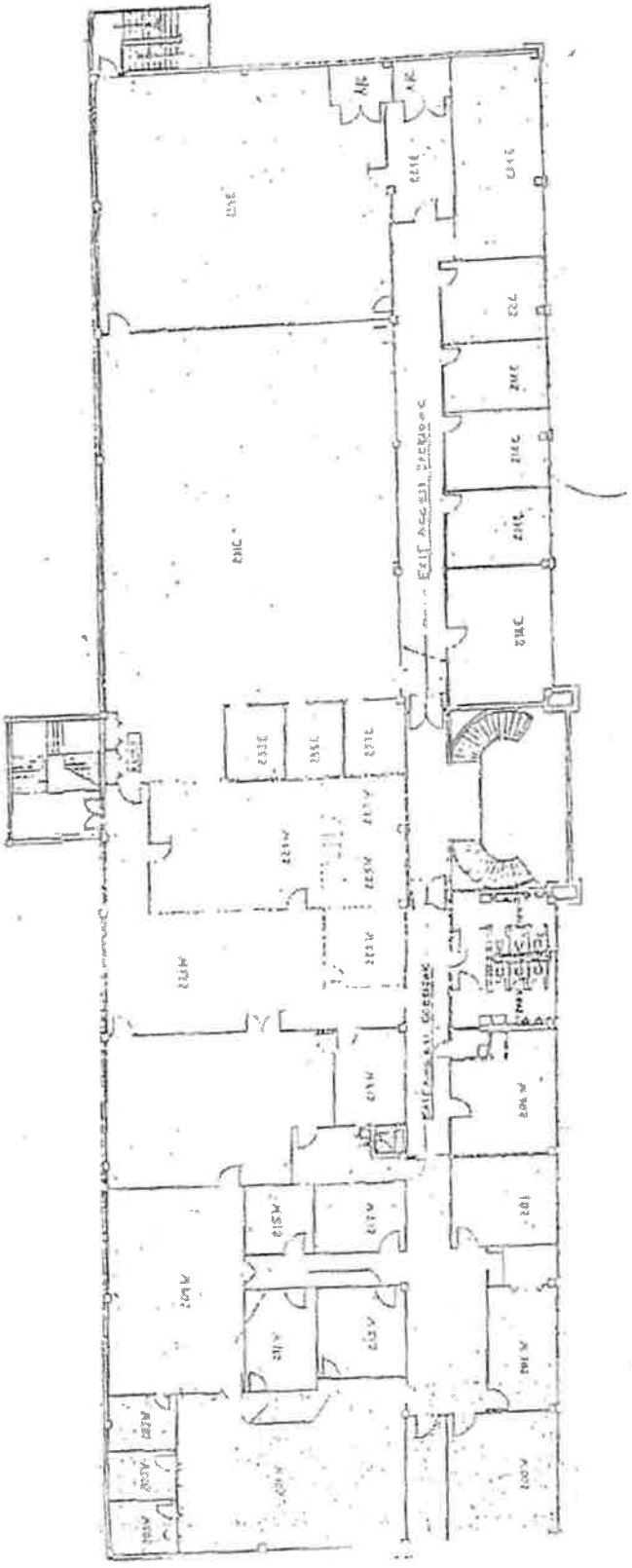
C. Twice Weekly

1. Wash and sanitize toilet and urinal partitions.

Police Headquarters – 1st Floor



Police Headquarters – 2nd Floor



Police Headquarters – Training Building



POLICE IMPOUND YARD – 1251- B VIRGINIA ST.
(Mondays and Thursdays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum all carpeted areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Spot clean all windows and interior glass.
2. Damp clean baseboards,
3. Damp clean laminated plastic wainscot.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Clean entire interior glass.

E. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.
4. Top Scrub and Wax Floors

WASH ROOMS

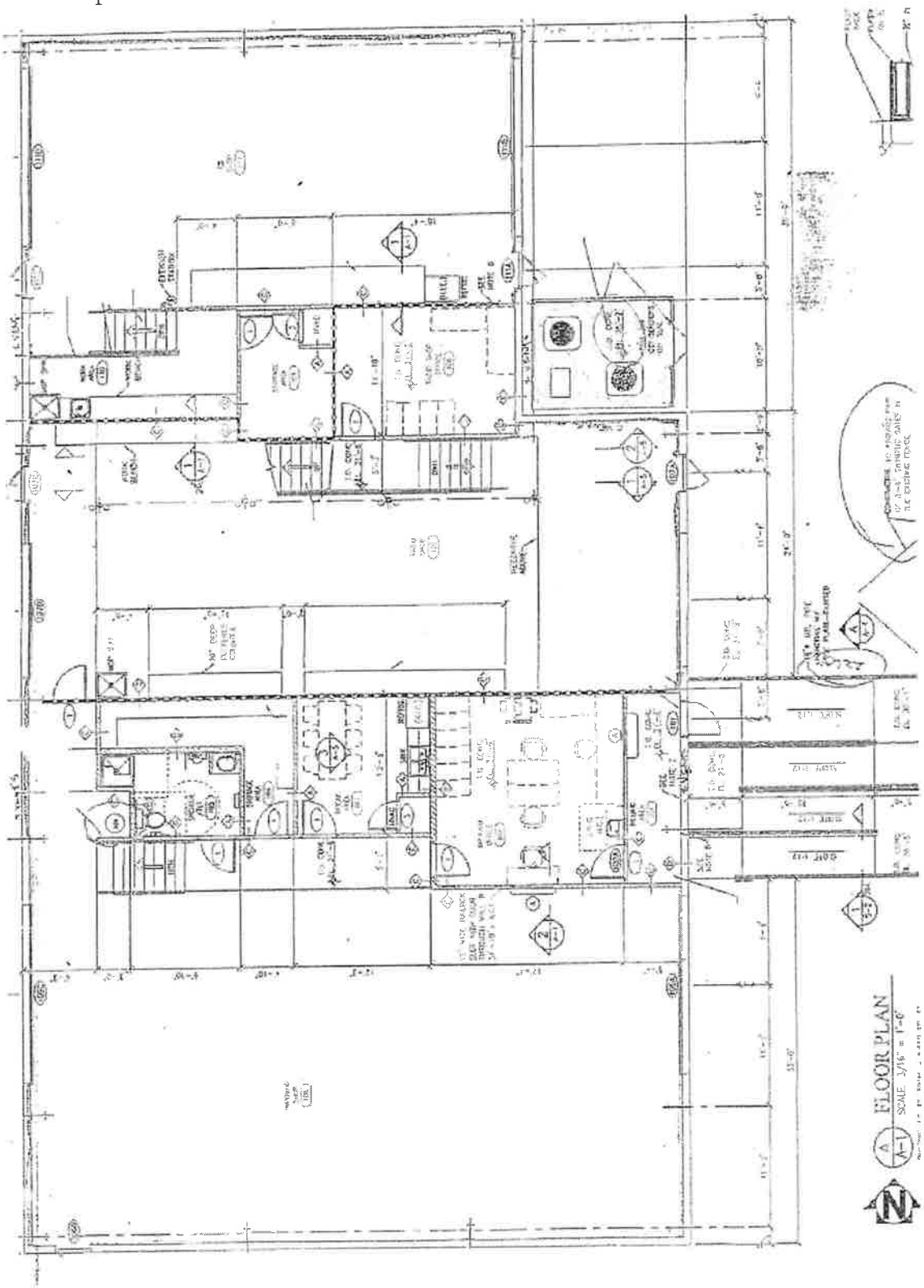
A. Daily

1. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, hand basins.
2. Clean and sanitize all flush rings, drain and overflow outlets.
3. Clean and polish all chrome fittings.
4. Clean and sanitize toilet seats.
5. Clean and polish all glass and mirrors.
6. Empty all containers and disposals, insert liner as needed.
7. Empty and sanitize interior of sanitary container.
8. Remove spots, stains, and splashes from wall area adjacent to hand basins.
9. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc,
10. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
11. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly

1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

Police Impound



PUBLIC BUILDINGS DEPARTMENT - 850 OWENS STREET
(Tuesdays and Thursdays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean all windows and interior glass.
10. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and rails.

B. Monthly
1. Clean and sanitize telephones.
2. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
3. Clean entire interior glass.
4. Remove dust and cobwebs from ceiling areas and air diffusers.

C. Quarterly
1. Dust venetian blinds

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.
10. Dust all furniture including tables, chairs, etc.

B. Weekly
1. Clean and polish all glass and mirrors
2. High dust above hand height all horizontal surfaces including shelves, ledges and moldings.

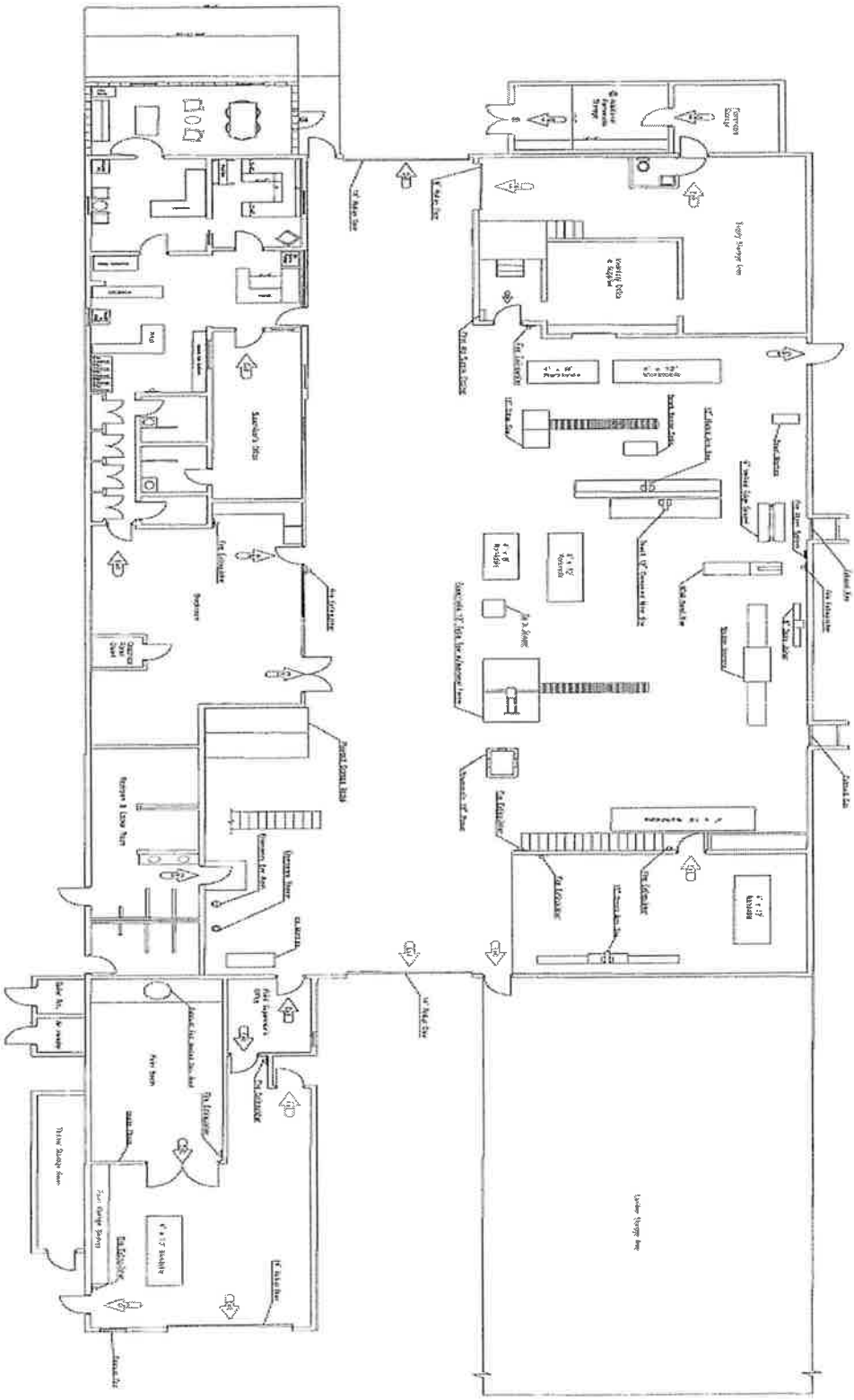
FLOORS - (All tiled except workshop area.)

A. Work to be Performed
   1. Dust mop or sweep
   2. Damp mop offices
   2. Damp mop restrooms and lounges.

B. Weekly
   1. Spray buff open areas including knee space of desks.

C. Semi-Annually
   1. Scrub and refinish to maintain adequate protective coating (twice (2) a year or as needed.)
   2. Clean carpeted areas

Public Buildings Department



PUBLIC WORKS COMPLEX - 770 GAYLE STREET
(Mondays – Fridays)

1. MAIN GARAGE AREA

(a) Main Offices and classroom (asphalt tile).
(b) Supervisors office (asphalt tile).
(c) Main office hall (asphalt tile).
(d) Main garage area and Fire Department
(e) Main garage break room (asphalt tile).
(f) Parts Department Office (asphalt tile).
(g) Parts Department.
(h) Rebuild Shop
(I) Construction equipment, welding shop and broom area.
(j) Tractor Shop.
(k) All restroom (toilet, wash and showers - hard tile).
(l) Main office break room (asphalt tile).

2. GARAGE - FUEL, OIL AND TIRE AREA

(a) Fuel Station office (asphalt tile).
(b) Restroom (hard tile).
(c) Tire shop office and work area.
(d) Preventative maintenance shop.
(e) Oil and grease area.
(f) Oil tank room.
(g) Tractor and Trailer repair shop.

3. HEAVY EQUIPMENT SHOP

(a) Shop.
(b) Work area.
(c) Shop office (asphalt tile).
(d) Restroom (asphalt tile).

The area map attached designates all areas by above combinations of numbers and letters, i.e. (3-C) Tire shop office and work area. Floors not otherwise designated are cement.

A. Daily

1. Sweep and/or dry clean with treated mop all floors (except on city of Mobile holidays) and as specified in Section 01700, Page 3, Paragraph 1.5.2.
2. Tile in areas other than restrooms, break areas and kitchens are to be maintained on a daily schedule with necessary wet treated mop. buffing and added finish as necessary or minimum once per week.
3. Vacuum carpets.
4. Collect trash an deposit in assigned trash container.
5. Spot clean sills, floors, walls, furniture, coffee makers.
6. Wet mop restroom floors with cleaner and disinfectant.
7. Clean and sanitize drinking fountains, wash basins, toilet bowls, toilet seats and urinals.
8. Fill toilet paper holders, soap dispensers, towel dispensers and urinal dispensers.

9. Clean door entrance mats, vacuum rug type, shake out or brush other.
10. Wash and disinfect break area tables and benches, also kitchen facilities.
11. Damp mop break area and kitchen floors with cleaner and disinfectant.

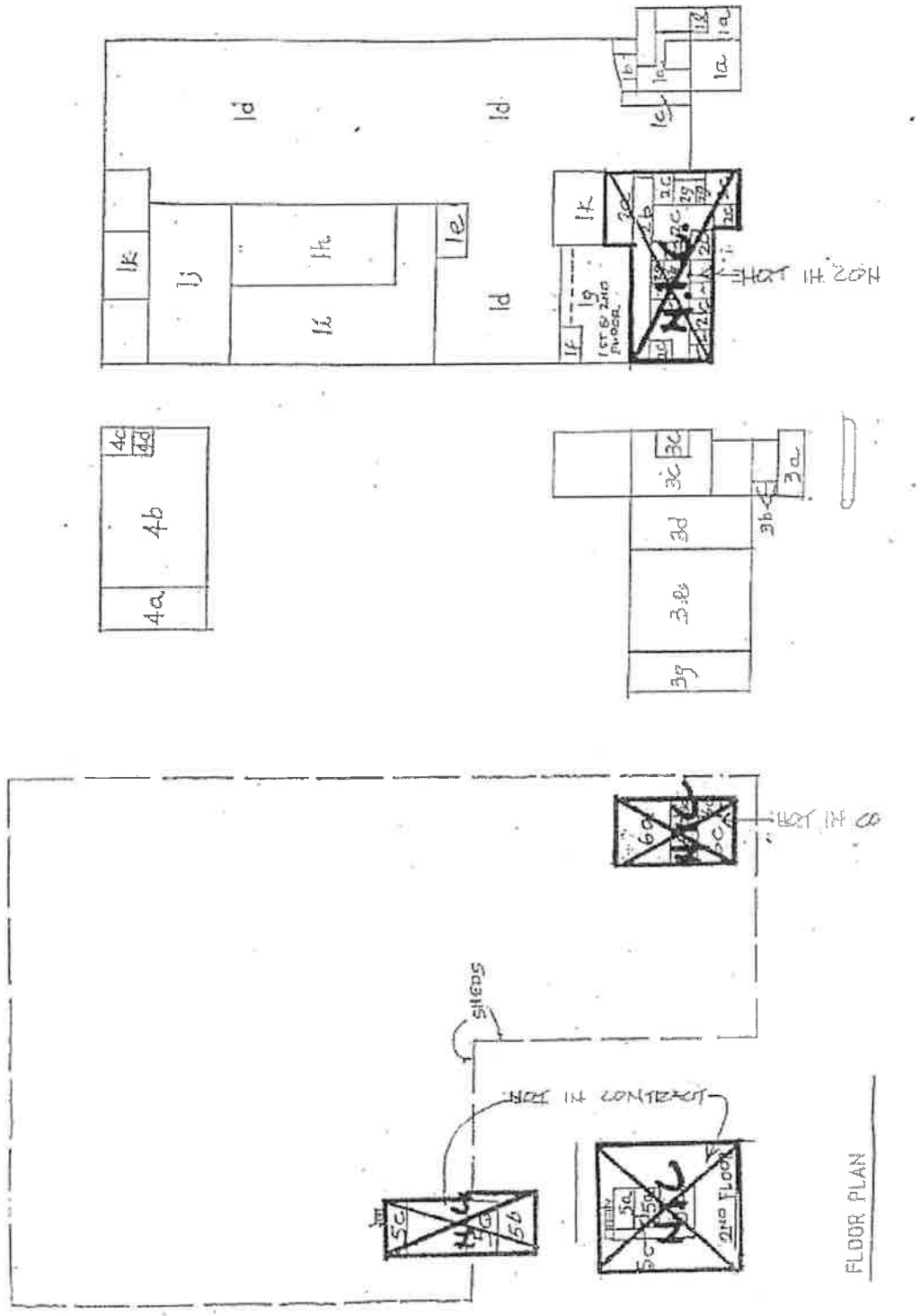
B. Twice Weekly
   1. Dust all furniture in offices, halls, lobby , etc.

C. Weekly
   1. Dust low level areas such as window sill, ledges, hand rails, air conditioners, etc.
   2. Spot clean doors, walls, glass partitions.
   3. Clean and sanitize telephones.
   4. Clean and polish restroom walls, tile, partitions, tables, racks, benches, etc.

D. Monthly
   1. Clean all clear glass interior doors, entrance lobby doors, glass partitions, etc.
   2. Clean high spots, such as door and window headers, shelves, pictures, bulletin and chalk boards.
   3. Wash and disinfect all waste baskets, trash cans.

E. Semi-annually
   1. Shampoo carpets. **(SPOT CLEANING TO BE DONE AS NEEDED).**

Public Works Department



TARDY COTTAGE – 104 South Lawrence St.
(Tuesdays and Fridays)

GENERAL, PRIVATE OFFICES, LOBBY, LOUNGES, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum all carpeted areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Spot clean all windows and interior glass.
2. Damp clean baseboards,
3. Damp clean laminated plastic wainscot.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tile floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges, etc.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Vacuum acoustical paneling.
4. Clean entire interior glass.

E. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.

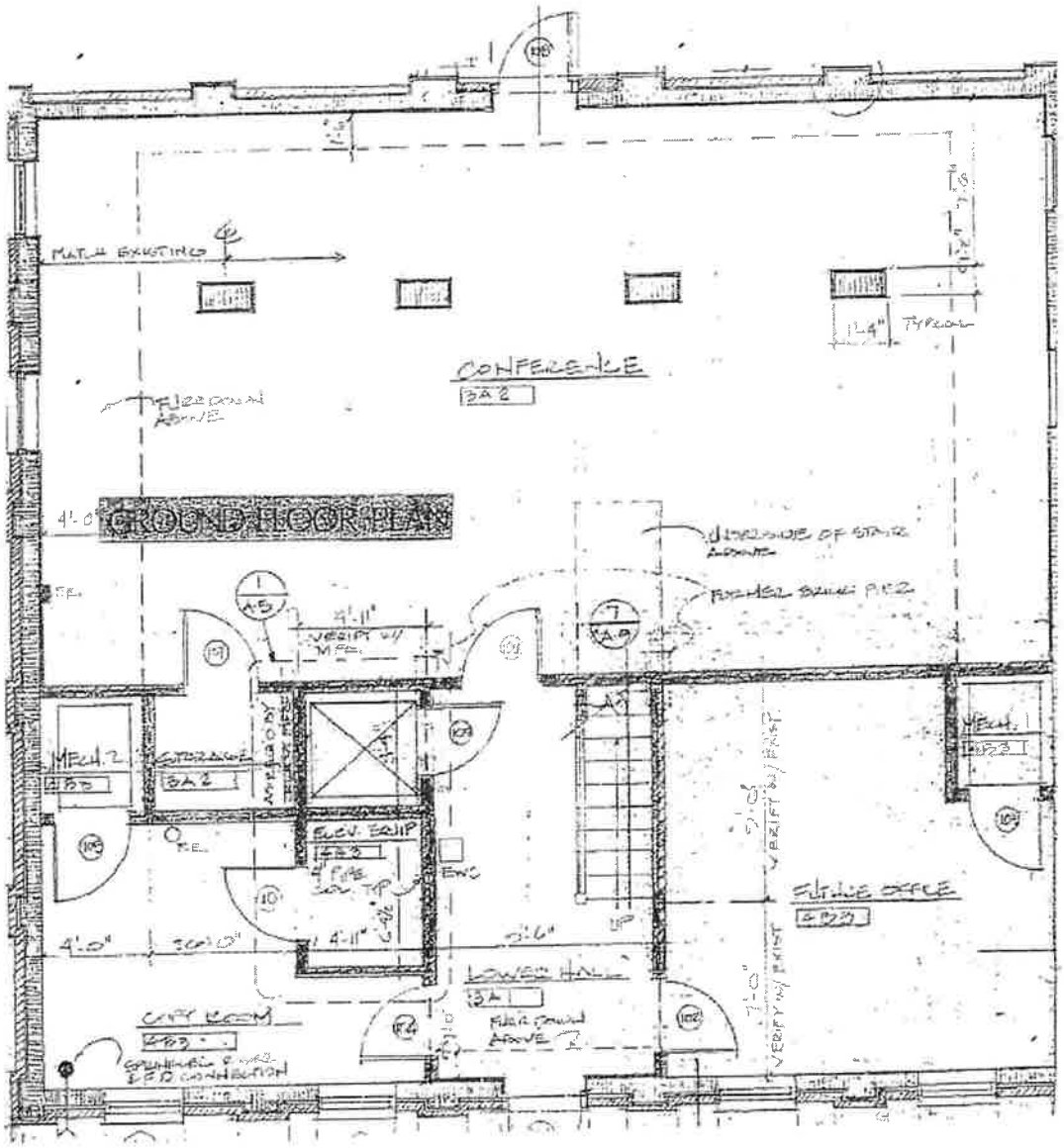
WASH ROOMS

A. Daily
   1. Clean and polish all chrome fittings.
   2. Clean and sanitize toilet seats.
   3. Clean and polish all glass and mirrors.
   4. Empty all containers and disposals, insert liner as needed.
   5. Empty and sanitize interior of sanitary container.
   6. Dust metal partitions.
   7. Remove spots, stains, and splashes from wall area adjacent to hand basins.
   8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
   9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
   10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

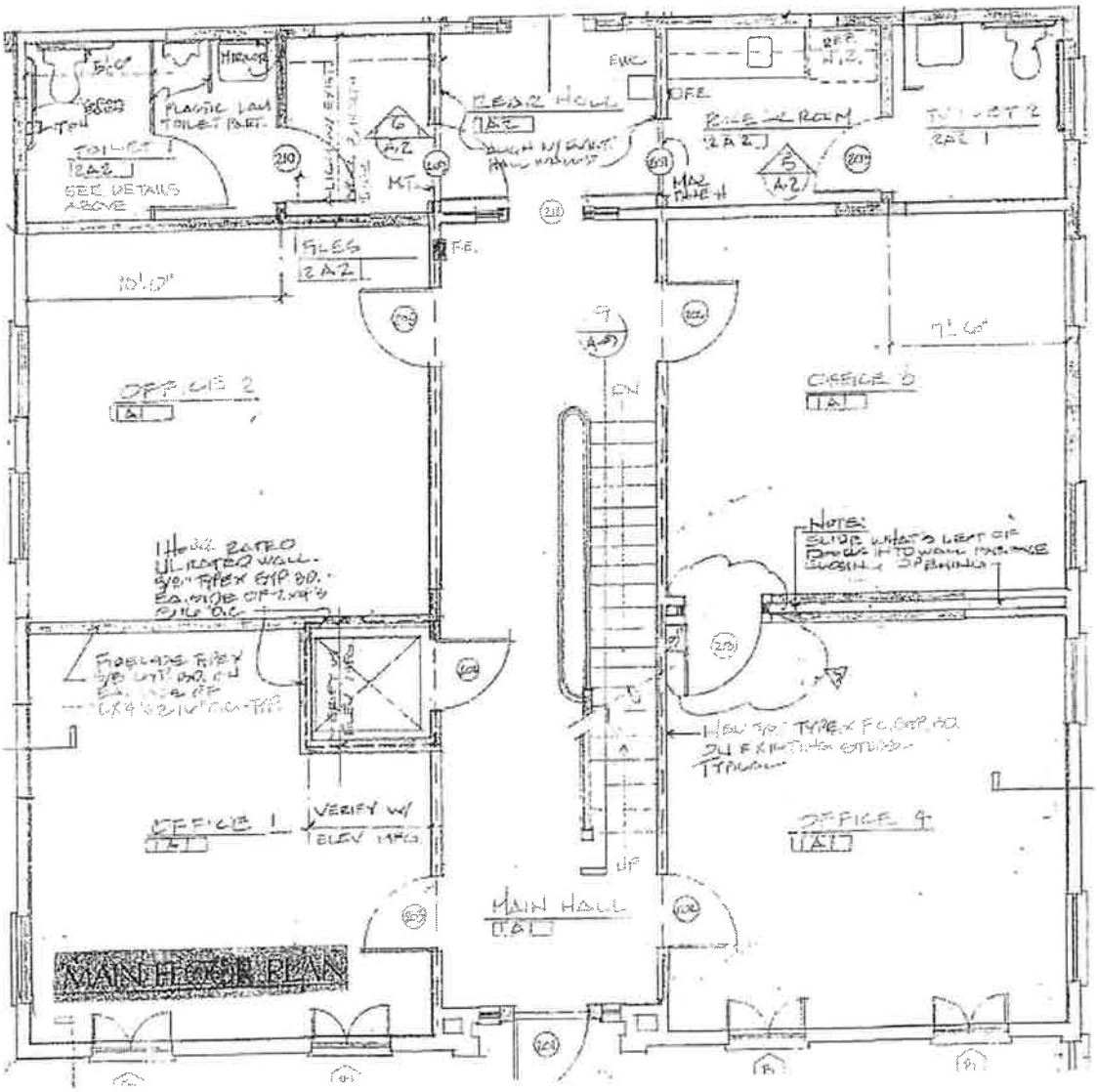
B. Weekly
   1. Wash and sanitize exterior of all containers
   2. Spot clean metal partitions.
   3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

C. Twice Weekly
   1. Wash and sanitize toilet and urinal partitions.
   2. Vacuum all carpeted areas.

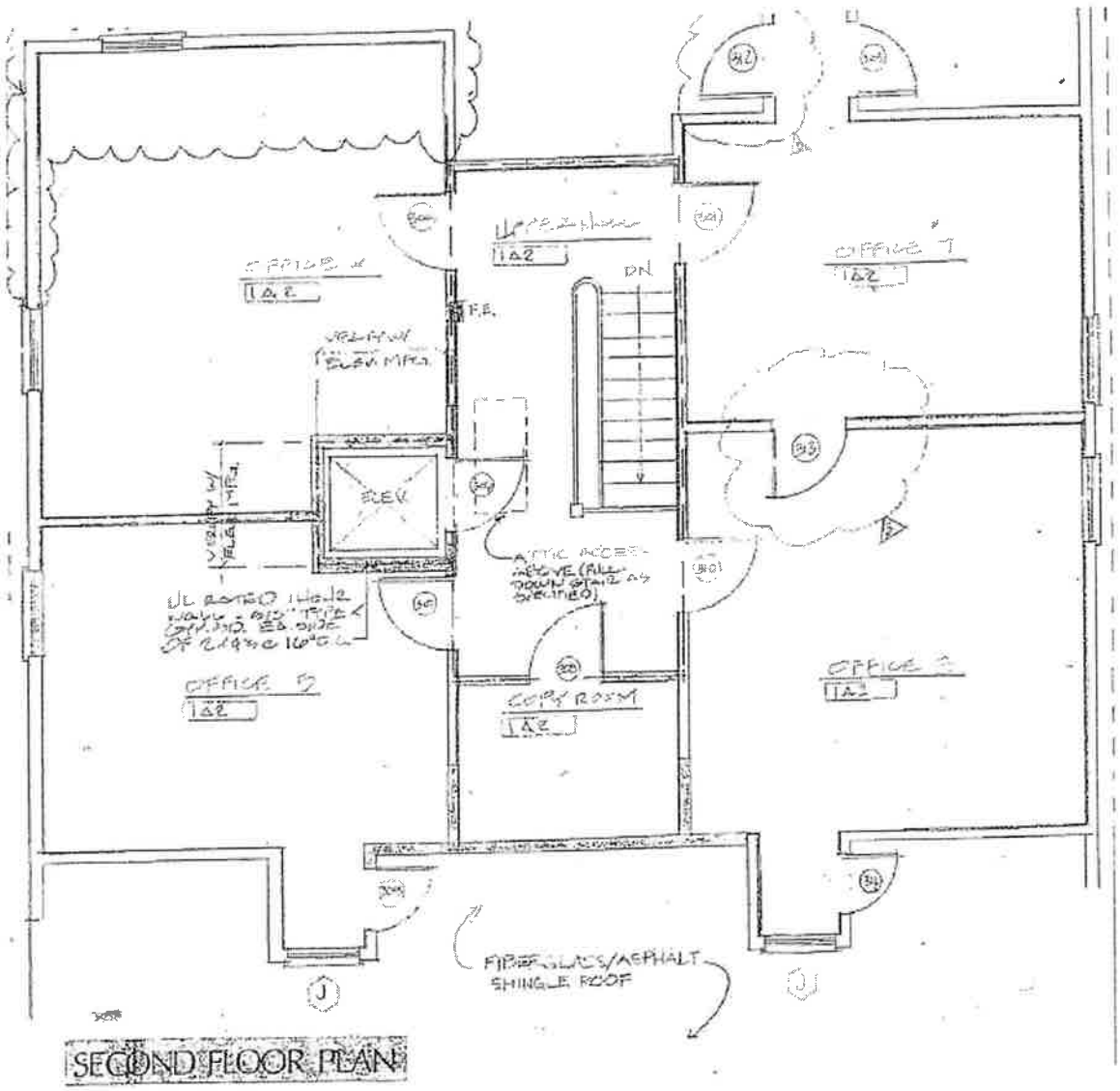
Tardy Cottage – Ground Floor



Tardy Cottage – 1st Floor



Tardy Cottage – 2nd Floor



TECHNOLOGY BUILDING – 651 CHURCH STREET
(Mondays – Fridays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all Furniture including desks, chairs, and tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.
9. Spot clean lobby glass including front doors and interior doors.
10. Sweep/vacuum and dust stairways.
11. Dust and spot clean elevators.
12. Empty wastebaskets in Basement Rooms. Other daily tasks to be performed Twice Weekly in Basement except in hatched areas.

B. Weekly
1. Clean and sanitize telephones
2. Clean entire lobby interior glass.
3. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.

C. Twice Monthly
1. Dust venetian blinds.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Damp clean black boards if requested

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, and splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

B. Weekly
   1. Wash and sanitize exterior of all containers
   2. Spot clean toilet and urinal partitions.
   3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

FLOORS

A. Daily
   1. Dust mop or sweep
   2. Damp mop restrooms and lounges.
   3. Sanitize (restrooms).

B. Twice Weekly
   1. Damp mop lobby.

C. Weekly
   1. Spray buff open areas including knee space of desks.

D. Twice Monthly
   1. Scrub and refinish to maintain adequate protective coating.

E. Semi-Annually (or as needed)
   1. Strip, clean, refinish, and machine polish

ALL CARPETED AREAS

A. Daily
   1. Vacuum open areas.
   2. Remove spots and stains.

B. Weekly
   1. Thoroughly vacuum entire carpet areas.

C. Monthly
   1. Machine shampoo with non-resoiling shampoo to penetrate into fibers.
   2. Clean with absorption disk on buffing machine.
   3. Vacuum the day after shampooing.

D. Quarterly
   1. High power vacuum clean loose grit and soil from carpet pile.
   2. Pretreat to remove stains.
   3. Shampoo clean using rotary discs and non-resoiling shampoo solution.
   4. Clean or rinse extract using high performance extraction equipment.
   5. Deodorize with specific chemical agent to control odors.

FURNITURE

A. Daily
   1. Vacuum Fabric.
   2. Damp wipe plastic.

BREAKROOMS

A. Daily
   1. Wash and sanitize tabletops, damp clean seats, and backs of chairs.
   2. Empty all containers and disposals and sanitize interior.

B. Weekly
   1. Wash and sanitize exterior of all containers.

STAIRWAYS AND HALLS

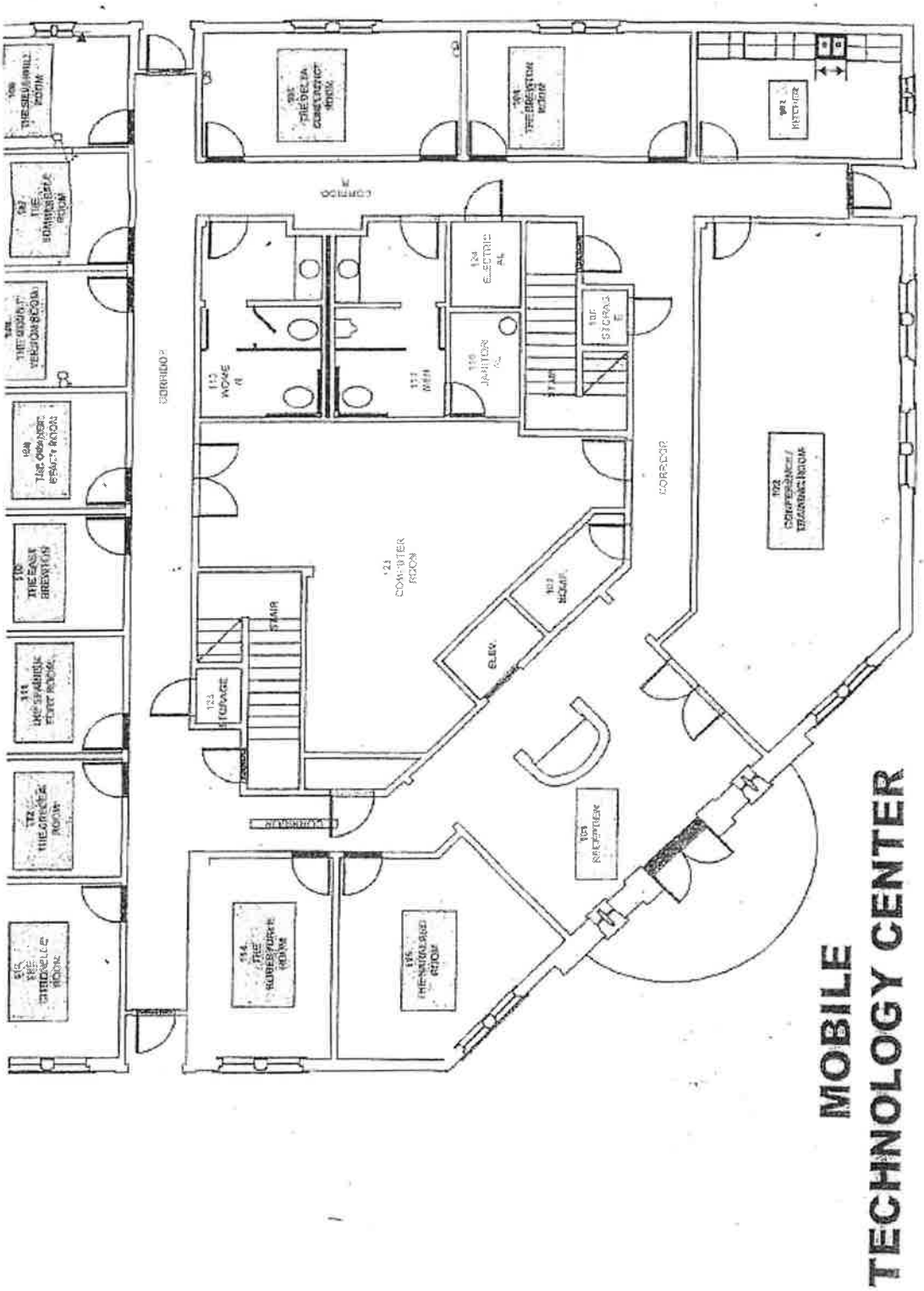
A. Daily
   1. Dust mop or sweep steps.
   2. Damp mop steps.
   3. Thoroughly vacuum carpet areas of hallways and stair landings.
   4. Remove spots & stains in carpet.

ELEVATOR

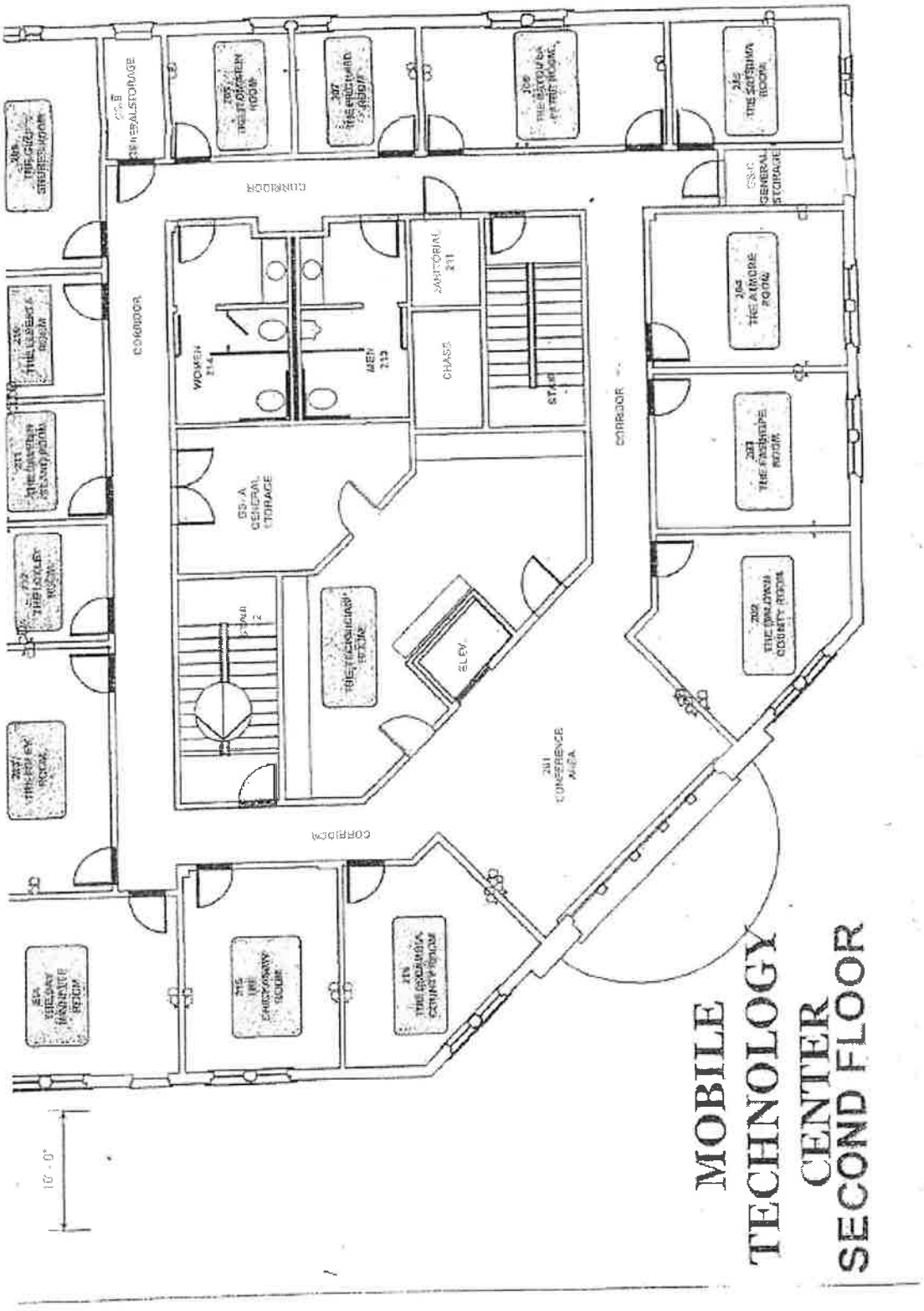
A. Daily
   1. Damp mop floor.

B. Weekly
   1. Damp clean walls and railings.

Technology Center – 1st Floor



Technology Center – 2nd Floor


MOBILE
TECHNOLOGY
CENTER
SECOND FLOOR
CORRIDOR
CORRIDOR
CORRIDOR
WOMEN
MEN
JANITORIAL
CHASE
STAIR
ELEV.
CONFERENCE AREA
GENERAL STORAGE
GENERAL STORAGE
10' - 0"

TRAFFIC ENGINEERING DEPARTMENT
(Mondays, Wednesday, and Fridays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, CLEAN (2) TWO OFFICES IN WAREHOUSE, ETC.

A. Daily
1. Empty wastebaskets.
2. Transport trash to designated area.
3. Dust all furniture including desks, chairs, tables.
4. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
5. Dust all exposed filing cabinets, bookcases, and shelves.
6. Dust all telephones.
7. Clean and sanitize drinking fountains.
8. Clean counter tops and tables.

B. Weekly
1. Clean and sanitize telephones
2. Spot clean all windows and interior glass.
3. Remove finger prints from doors, frames, light switches, kick and push plates, handles, railings.
4. Chalk trough wet wiped.

C. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Clean entire interior glass
4. Damp clean black boards if requested

D. Quarterly
1. Dust venetian blinds.

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2 Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Remove spots, stains, splashes from wall area adjacent to hand basins.
7. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc.
8. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
9. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.
10. Dust all furniture including tables, chairs, etc.

B. Weekly
1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, moldings.

C. Twice Weekly
1. Wash and sanitize metal partitions.

FLOORS

A. Daily
1. Dust mop or sweep
2. Damp mop restrooms and lounges.
3. Sanitize (restrooms).

B. Twice Weekly
1. Damp mop offices.
2. Spray buff open areas including knee space of desks.

FURNITURE

A. Weekly
1. Vacuum Fabric.
2. Damp wipe plastic.

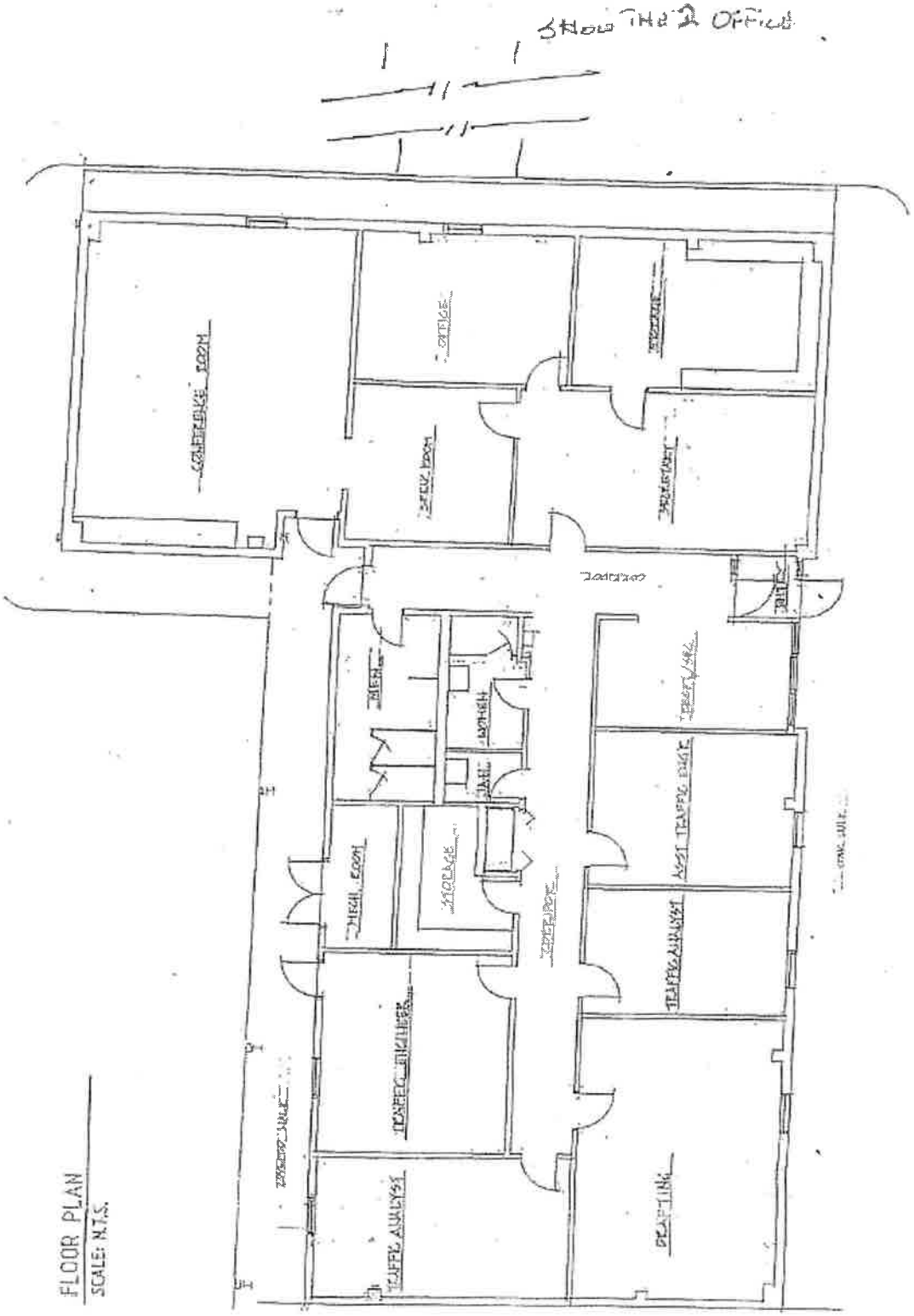
CONFERENCE ROOM

1. Regular services, same as for private offices, lobby and lounge.
2. Floor maintenance, see above.

GENERAL

1. Leave "at your Service", notice on any observed irregularities.
2. Turn off all lights except those to be left on.
3. Close windows and lock all doors.
4. Report evacuation of building to security organization.

Traffic Engineering



WESTERN ADMINISTRATIVE COMPLEX – 1851 Museum Drive
(Mondays, Wednesday, and Fridays)

GENERAL PRIVATE OFFICES, LOBBY, LOUNGE, ETC.

A. Daily
1. Empty wastebaskets.
2. Remove and deposit trash to designated containers.
3. Dust and spot clean all furniture including desks, chairs, tables, etc.
4. Dust partitions, ledges and low moldings.
5. Client papers on desks, tables, cabinets, etc., are not to be disturbed.
6. Dust all exposed filing cabinets, bookcases, and shelves.
7. Dust all telephones.
8. Clean and sanitize drinking fountains.
9. Clean counter tops and tables.
10. Spot clean entryway glass.
11. Vacuum all carpeted areas.
12. Remove spots from carpet.
13. Damp mop and remove all spills and stains on hard surface floors.
14. Turn off all lights, close windows and lock doors as instructed.

B. Weekly
1. Spot clean all windows and interior glass.
2. Damp clean baseboards.
3. Damp clean laminated plastic wainscot.
4. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, railings.
5. Clean and sanitize telephones.

C. Twice Monthly
1. Dust venetian blinds.
2. Clean and refinish any worn or dirty tiles floor area.

D. Monthly
1. High dust above hand height all horizontal surfaces, including shelves, moldings, and ledges.
2. Remove dust and cobwebs from ceiling areas and air diffusers.
3. Hand dust wood paneling.
4. Vacuum acoustical paneling.
5. Clean entire interior glass.

E. Quarterly
1. Shampoo carpet.
2. Vacuum fabric furniture.
3. Damp wipe plastic furniture.

WASH ROOMS

A. Daily
1. Clean and polish all chrome fittings.
2. Clean and sanitize toilet seats.
3. Clean and polish all glass and mirrors.
4. Empty all containers and disposals, insert liner as needed.
5. Empty and sanitize interior of sanitary container.
6. Dust metal partitions.
7. Remove spots, stains, and splashes from wall area adjacent to hand basins.
8. Remove fingerprints from doors, frames, light switches, kick and push plates, handles, etc
9. Refill all dispensers to normal limits; napkins, soap, tissue, towels, liners, etc.
10. Low dust all horizontal surfaces to hand height, including sills, moldings, ledges, shelves, frames, heating outlets.

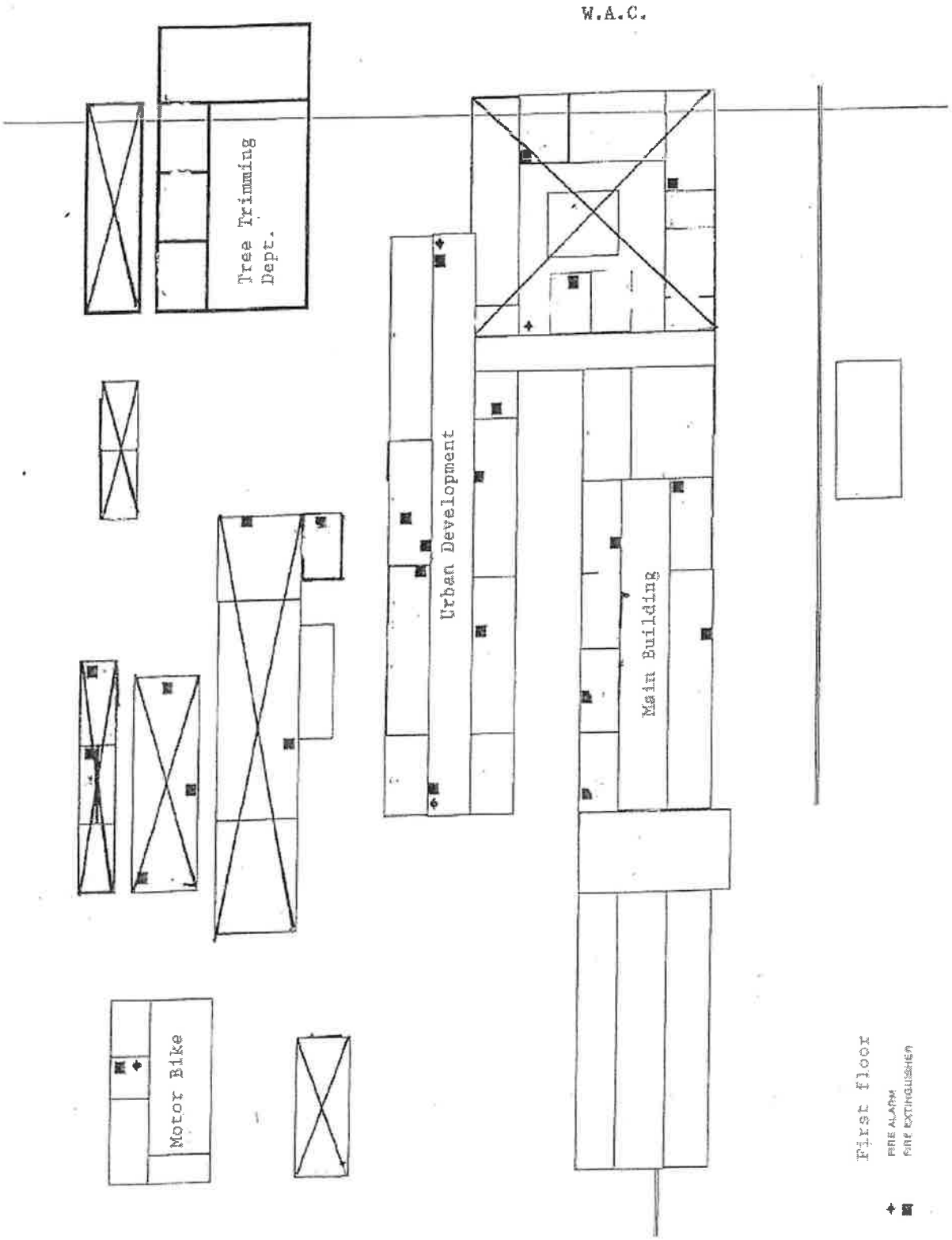
B. Weekly
1. Wash and sanitize exterior of all containers
2. Spot clean toilet and urinal partitions.
3. High dust above hand height all horizontal surfaces including shelves, ledges, and moldings.

Twice Weekly
1. Wash and sanitize metal partitions.
2. Vacuum all carpeted areas.

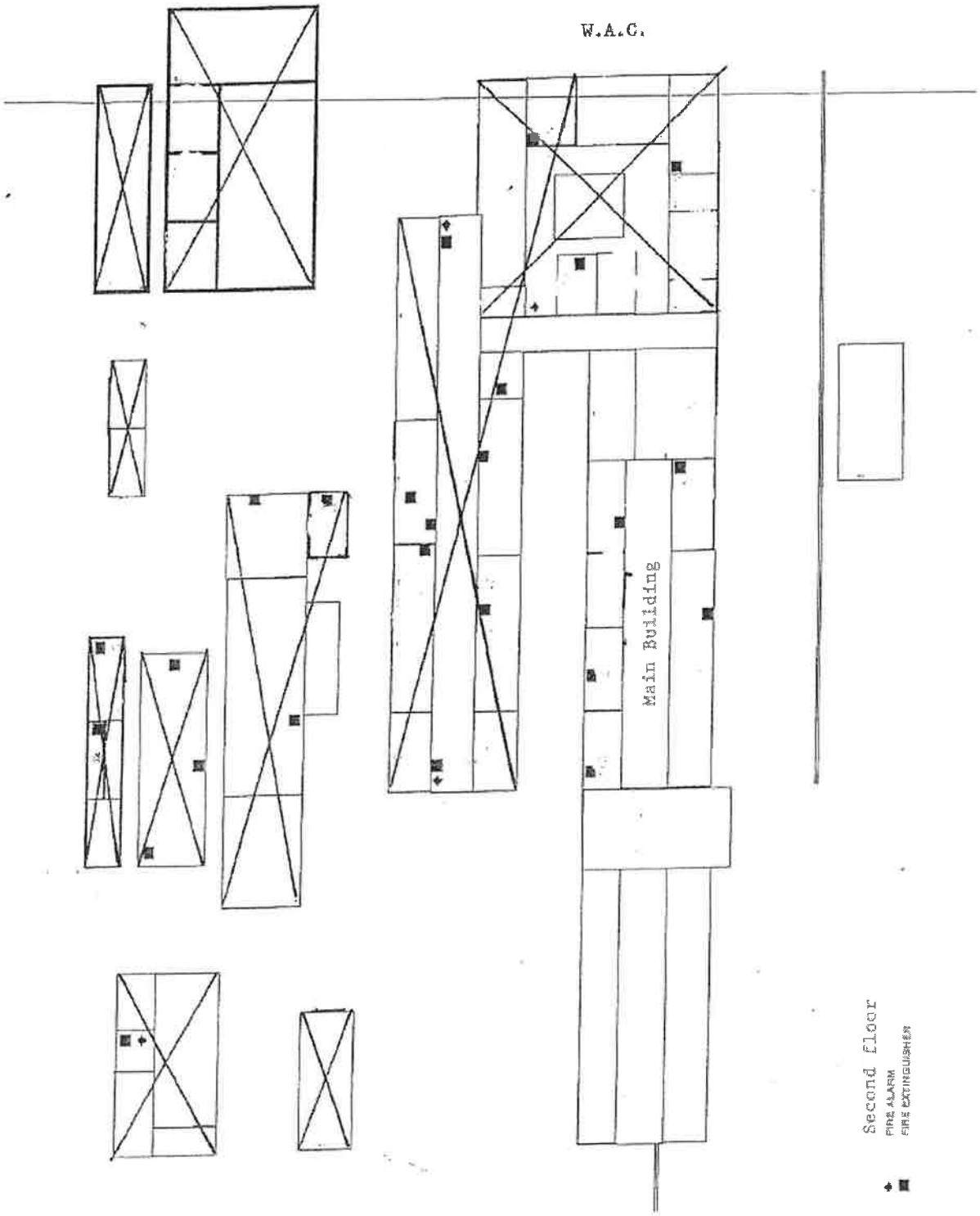
MOTOR BIKE OFFICE

A. Clean Wednesday only (Include Shower).

Western Administrative Complex – 1st Floor



Western Administrative Complex – 2nd Floor

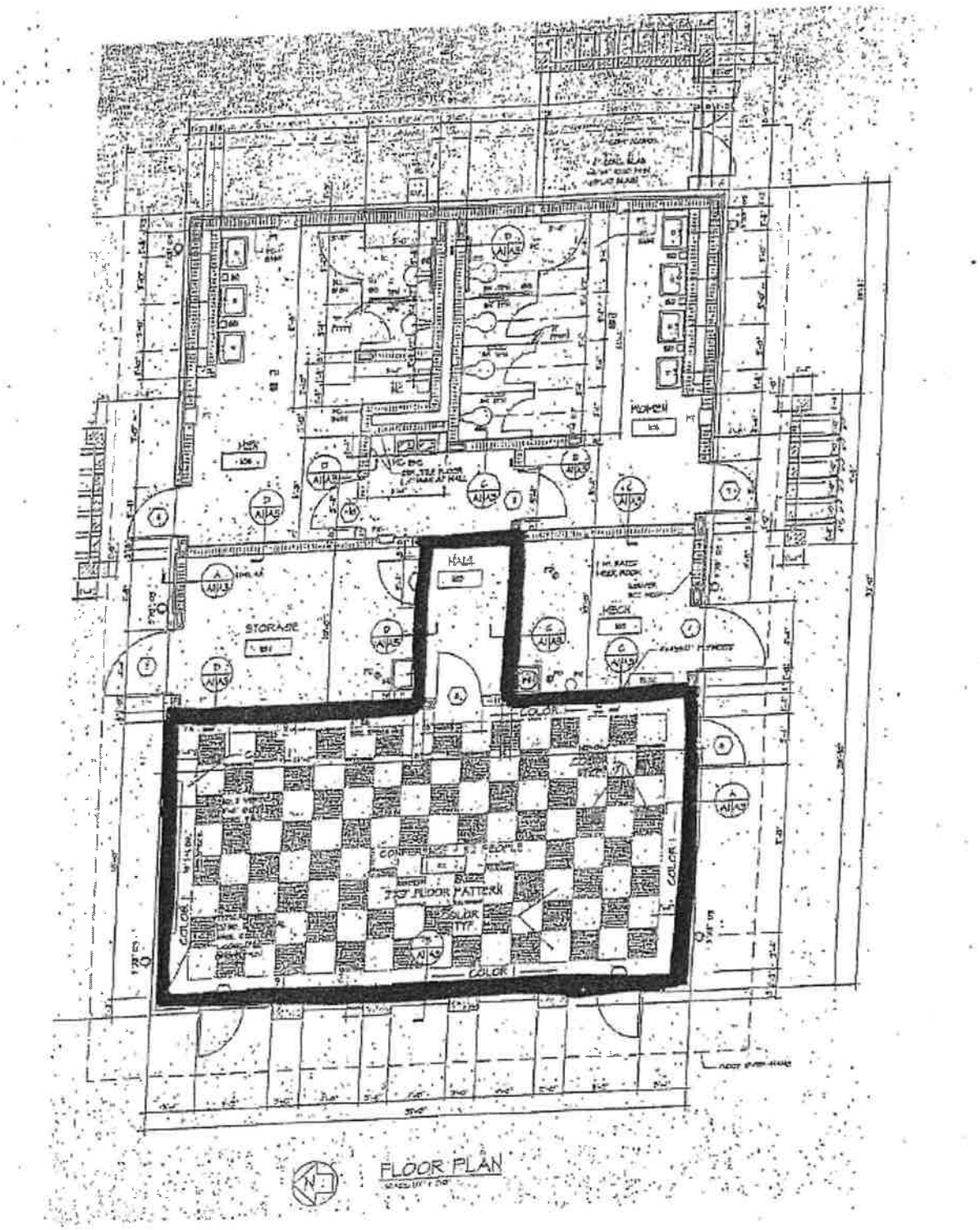


Copeland Cox Tennis Center-Bldg A & B – 851 Gaillard Drive
(Quarterly Service)

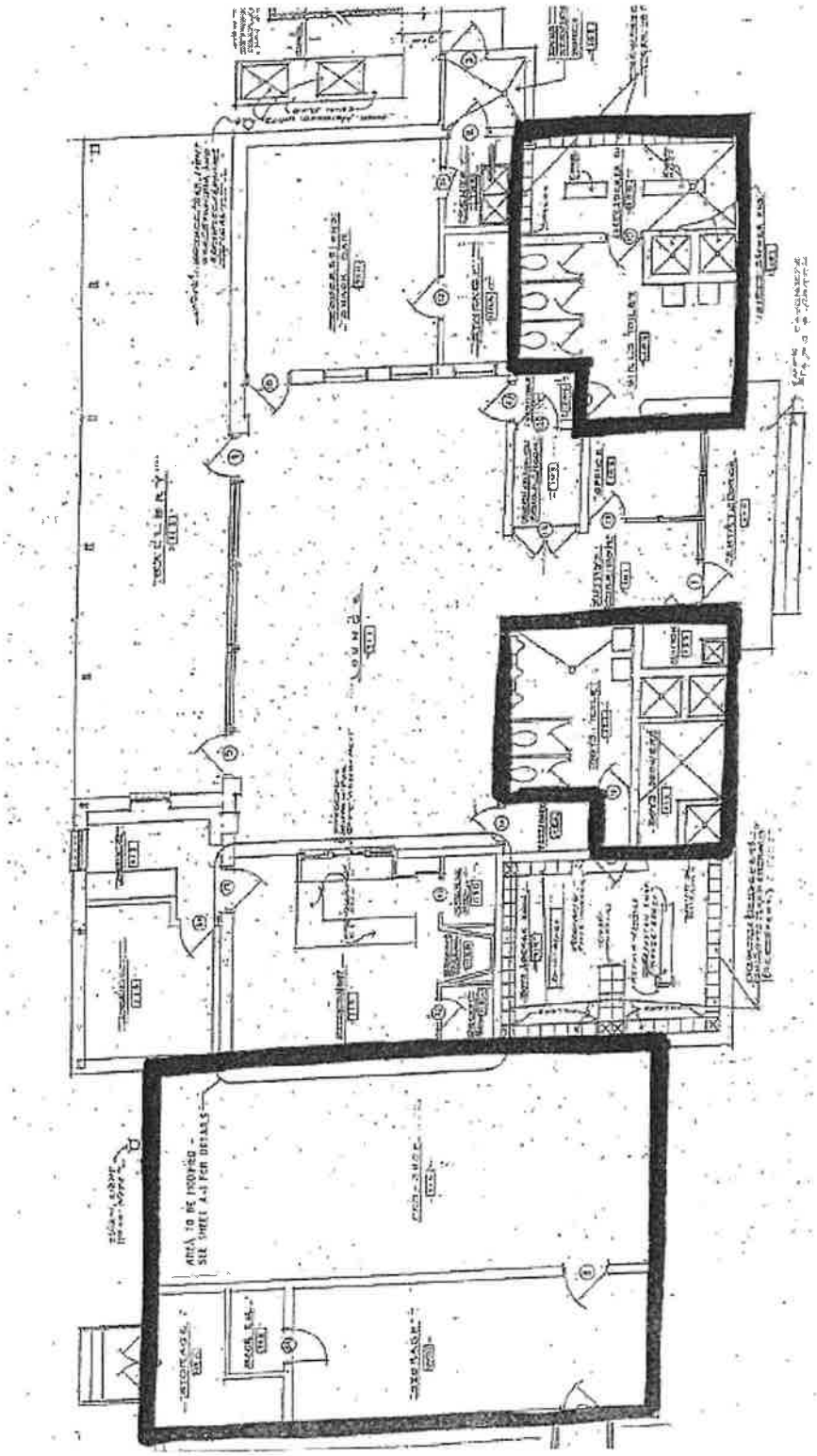
ALL VCT FLOORS

A. Quarterly
   1. Strip and wax VCT floors – Schedule work after 5:00 pm Monday thru Friday or on weekends with prior approval.

Copeland Cox Tennis Center



Copeland Cox Tennis Center -

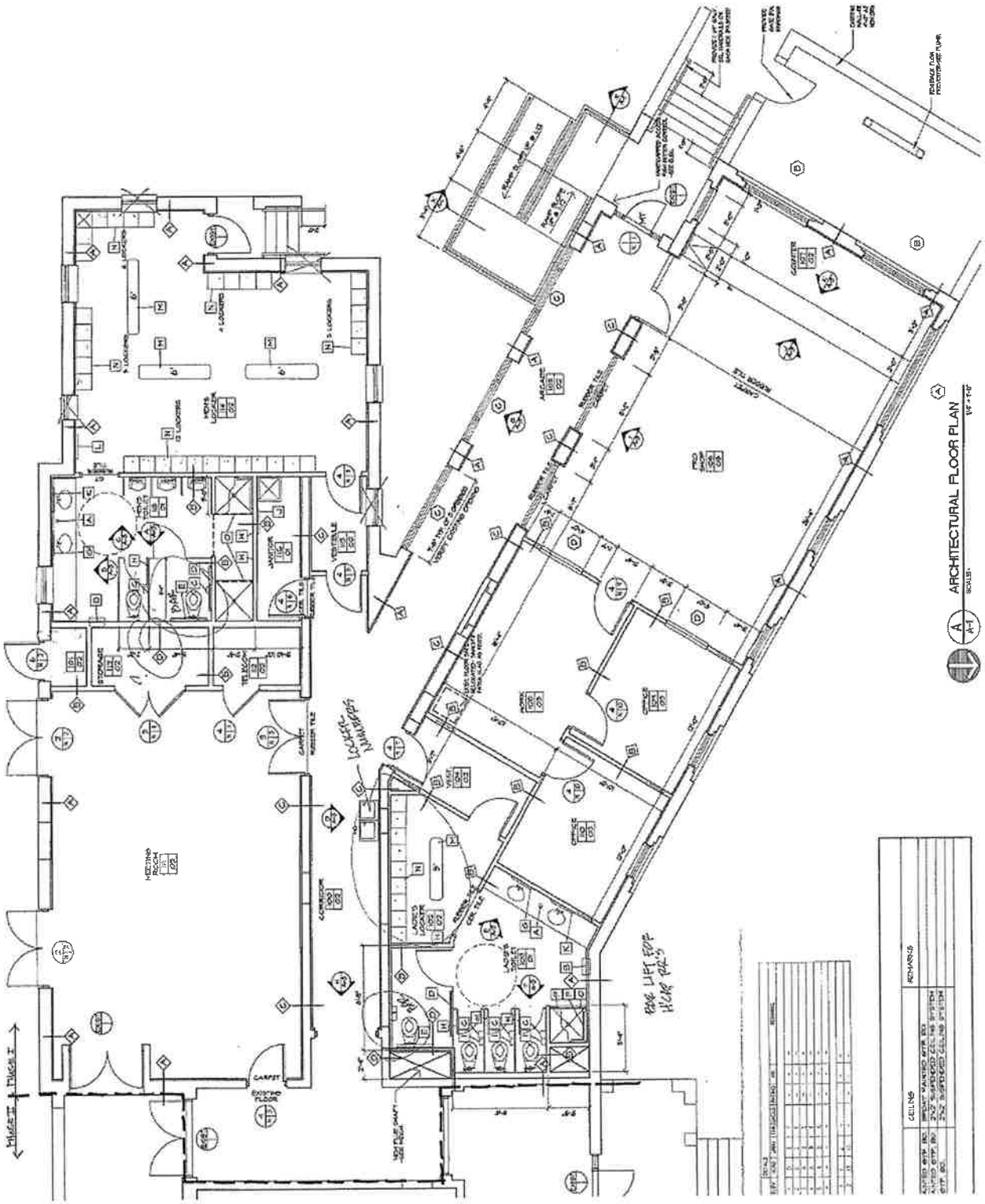


AZALEA CITY GOLF COURSE CLUB HOUSE – 1000 GAILLARD DRIVE
(Quarterly Service)

Deep Cleaning of the Club House:

4. Clean and dust all registers and return air vents throughout the building.
5. Clean all window ledges and interior windows.
6. Vacuum and shampoo all carpet areas.
7. Thorough cleaning of all rubber tiled flooring.
8. Wipe down of all door hardware.
9. Sanitize Cleaning of restrooms and locker rooms
    i. Sanitize exterior of lockers
    ii. Sanitize partitions
    iii. Disinfect toilets, urinals, and showers
    iv. Sanitize sinks and countertops
    v. Sanitize floors and baseboards
    vi. Sanitize all other surfaces including benches, chairs, countertops, etc.

Azalea City Golf Course Club House



END OF SECTION

EXHIBIT C – SERVICE CONTRACT EVALUATION FORM

Building Services Department
Service Contract Evaluation

Service Contract: SC-031-19

Service Contractor: _____

Location: _____

Date: _____

The Contractor performed work during the month of _____, 20__.
The services were ____ were not ____ satisfactory.

1. Please described any issues/concerns with the quality of the services performed.

2. Did you bring any of the above issues to the contractor's representative? If so, when and to whom? If not, why not?

3. Any suggestions/recommendations to improve the quality of the service?

Please return to:
Building Services Department or via email: ozzie@cityofmobile.org

Location	Year 1 - Monthly	Year 1 – Annual	Year 2 - Monthly	Year 2 - Annual	Year 3- Monthly	Year 3 - Annual	MUNIS CODE
200 Gov't St.-1st Floor "A" - Probation	$606.00	$7,272.00	$606.00	$7272.00	$606.00	$7272.00	10040520-42140
200 Gov't St. 2nd Floor "A" - MPD	$104.00	$1248.00	$104.00	$1,248.00	$104.00	$1,248.00	10041542-42140
200 Gov't St.-2nd Floor-East Side "B" HDC	$156.00	$1872.00	$156.00	$1872.00	$156.00	$1872.00	10043042-42140
200 Gov't St.-3rd Floor-East Side "C" – OPR	$104.00	$1248.00	$104.00	$1248.00	$104.00	$1248.00	10040535-4210
200 Gov't St.-3rd Floor-West Side "D	$104.00	$1248.00	$104.00	$1248.00	$104.00	$1248.00	10040535-42140
Animal Shelter	$832.00	$9984.00	$832.00	$9984.00	$832.00	$9984.00	10041546-42140
Electrical Dept	$866.00	$10392.00	$866.00	$10392.00	$866.00	$10392.00	10042060-42140
Fort Hardeman - Police EMT	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00	10041542-4210
Hurtel Street Bldg "A" & "D" - PW Trash/HE	$197.00	$2364.00	$197.00	$2364.00	$197.00	$2364.00	10042070-42140
Hurtel Street Bldg "C" - MIT Training Class Room	$197.00	$2364.00	$197.00	$2364.00	$197.00	$2364.00	10045000-42140
Hurtel Street Bldg "E" - Eng. Dept #7426	$758.00	$9096.00	$758.00	$9096.00	$758.00	$9096.00	10043005-42140
Garage Body Shop	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00	10042050-42140
Motor Pool	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00	70007000-42140
Municipal Archives	$277.00	$3324.00	$277.00	$3324.00	$277.00	$3324.00	10041038-42140
Police Academy	$1040.00	$12,480.00	$1040.00	$12480.00	$1040.00	$12480.00	10041542-42140
Police Department-Special Operations	$1248.00	$14,976.00	$1248.00	$14976.00	$1248.00	$14976.00	10041530-42140
Police First Precinct	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00	10041532-42140
Police DIP Precinct	$1386.00	$16,632.00	$1386.00	$16632.00	$1386.00	$16632.00	10041532-42140
Police Second Precinct	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00	10041542-42140
Police Third Precinct	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00	10041532-42140
Police Fourth Precinct - PSC	$624.00	$7488.00	$624.00	$ 7488.00	$ 624.00	$ 7488.00	10041532-42140
Police Headquarters	$2773.00	$33276.00	$2773.00	$33276.00	$2773.00	$33276.00	10041532-42140
Police Impound Lot Metal Bldg.	$277.00	$3324.00	$277.00	$3324.00	$277.00	$3324.00	10041542-42140
Public Buildings Department	$416.00	$4992.00	$416.00	$4992.00	$416.00	$4992.00	10043035-42140
Public Works Complex	$2426.00	$29112.00	$2426.00	$29112.00	$2426.00	$29112.00	10042050-42140

Tardy Cottage	$277.00	$3324.00	$277.00	$3324.00	$277.00	$3324.00	10049030-42140
Technology Center	$1040.00	$12480.00	$1040.00	$12480.00	$1040.00	$12480.00	10045000-42140
Traffic Engineering	$624.00	$7488.00	$624.00	$7488.00	$624.00	$7488.00	10042060-42140
Western Administrative Complex (WAC)	$1296.00	$15552.00	$1296.00	$15552.00	$1296.00	$15552.00	10049000-42140
Azalea City Golf Course	$968.00	$11616.00	$968.00	$11616.00	$968.00	$11616.00	61306130-42140
Copeland Cox Tennis Center (QUARTERLY)	$360.00	$1440.00	$360.00	$1440.00	$360.00	$1440.00	61106110-42140
Azalea City Golf Course Club House (QUARTERLY)	$300.00	$1200.00	$300.00	$1200.00	$300.00	$1200.00	61306130-42140

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	R.G.L.G., INC d/b/a SERVICEMASTER SERVICES
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – JANITORIAL SERVICES – 3-YEAR SERVICE CONTRACT
Project Number:	SC-039-22
Amount:	$ 263,232.00 FIRST YEAR $ 263,232.00 SECOND YEAR $ 263,232.00 THIRD YEAR $ 789,696.00 DUE FOR ENTIRE CONTRACT

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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 Geico Insurance Company as Subrogee of their insured John and Amanda Aikens

Amount of Contract:

n/a

Effective Date of Contract:

10/25/2022

Funding Source

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

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 - Aikens	Resolution Letter	10/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/14/2022 - 4:06 PM

Legal	Kern, Chris	Approved	10/14/2022 - 5:05 PM
Mayors Office	Montgomery, Brandi	Approved	10/20/2022 - 2:31 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 Geico Insurance Company as Subrogee of their insured John and Amanda Aikens, 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

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:07 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:13 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:36 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A BUILDING CODE FOR THE CITY OF MOBILE

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Building Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as "The Building Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

.

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said *2021 International Building Code* to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *2021 International Building Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set herein. For the purpose of this ordinance the term contractor will hereinafter refer to Building Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the construction, installation, repair, or modifications of buildings, for which a permit is required, to be properly licensed and bonded in accordance with all the City of Mobile and State of Alabama requirements. The contractor shall register his/her name in a register with the Building Official in a book provided for that purpose. The said book shall record the full name, residence and place of business and it shall be the contractor's responsibility to notify the City of Mobile of any changes.

In addition to the requirements as set forth herein, all individuals, agents or businesses that perform work that exceeds $50,000 are required to be a general contractor or subcontractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder; contractor and sub-contractor shall provide and have on file a current License and Permit Bond for $10,000. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the building business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this code, a property owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested, and execution of a Building Affidavit. Owner competence can be initially demonstrated by satisfactory performance on an in-house builder's knowledge test at the Permitting Department. Any individual other than the property owner doing the work on a property is considered a contractor and shall meet the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspection criteria, for property owner permit holders, shall be the same as for contractors in SECTION 110 INSPECTIONS.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of the body of said vehicle indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters identifying the firm name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL BUILDING CODE CHAPTER 1 SCOPE AND ADMINISTRATION Part 1-SCOPE AND APPLICATION SECTION 101 SCOPE AND GENERAL REQUIREMENTS. To be amended as follows:

101.1 Title. **Amend to read as follows**:
101.1 Title. These regulations shall be known as the Building Code for the City of Mobile, hereinafter referred to as "this Code."

101.2 Scope. Amend Exception to read as follows:
101.2 Scope. Exception:

Exception: Historic structures designated by the state or local jurisdiction as historic buildings, including those listed on the Alabama Register of Landmark and Heritage or in the National Register of Historic Places; existing buildings undergoing repair; alteration or additions; and change of occupancy shall be permitted to comply with the International Existing Building Code.

101.2.1 Appendices. Amend as follows:

Add sub-paragraph 101.2.1.1 Adopted appendices. To read as follows:
101.2.1.1 Adopted appendices. The following specific appendices shall be adopted:

APPENDIX A EMPLOYEE QUALIFICATIONS
APPENDIX B BOARD OF APPEALS

APPENDIX C GROUP U – AGRICULTURAL BUILDINGS
APPENDIX E SUPPLEMENTARY ACCESSIBILITY REQUIREMENTS
APPENDIX F RODENTPROOFING
APPENDIX G FLOOD-RESISTANT CONSTRUCTION
APPENDIX H SIGNS
APPENDIX I PATIO COVERS
APPENDIX J GRADING
APPENDIX N Replicable Buildings
APPENDIX O Performance-Based Application

101.4 Referenced codes. - 101.4.6 Energy. **Amend to read as follows**:
101.4.6 Energy. Where referenced, the *International Energy Conservation Code* shall be the energy code adopted and enforced by the State of Alabama.

Add Paragraph 101.4.8 National Electrical Code. **To read as follows:**
101.4.8 National Electrical Code. The provision of the *2020 National Electrical Code* and adopted ordinances shall apply to new construction, existing buildings undergoing repairs and/or alterations.

2021 INTERNATIONAL BUILDING CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 2-ADMINISTRATION AND ENFORCEMENT > SECTION 105 PERMITS > To be amended as follows:

105.1.1 Annual permit. Delete in its entirety**.**

105.1.2 Annual permit records. Delete in its entirety**.**

105.2 Work Exempt from permit. Building: Amend to read as follows: 105.2 Work Exempt from permit.
Building:

12. Window awnings in group R-3 and U occupancies, supported by an *exterior wall* that do not project more than 54 inches (1372mm) from the *exterior wall* and do not require additional support.

105.3 Application for permit. Add sub-paragraph 8 and 9. To read as follows: 105.3 Application for permit.

8. Applicant must provide proper identification.
9. Applicant must verify ownership of property.

SECTION 107 CONSTRUCTION DOCUMENTS 107.3 Examination of documents. 107.3.4 Design professional in responsible charge. To be amended as follows:

Add sub-paragraph 107.3.4.2 Work requirement of registered design professional. To read as follows:
107.3.4.2 Work requirements of registered design professional. All drawings, specifications, and accompanying data shall bear the name and address of the registered design professional. The registered design professional shall affix his/her official seal to said drawings, specifications and accompanying data for the erection, enlargement, or alteration of any building. The provisions of this code shall not be held to deprive any Federal or State agency, or any applicable governing authority having jurisdiction, of any power or authority.
The registered design professional shall provide the Building Official a letter stating that he/she is the design professional in responsible charge on each project. The services of a registered design professional shall be required on all buildings except those herein exempted and no official of the City herein charged with the enforcement of laws, ordinances or regulations relating to the construction or alteration of buildings shall accept or approve any plans or specifications that are not so prepared. Upon completion of construction and prior to the issuance of a certificate of Occupancy the registered design professional shall submit to the building official a letter of certificate of substantial completion.

Exceptions:

1. Exemptions shall be in accordance with Code of Alabama 1975, Title 34, Chapter 2, Alabama Board of Architects Registration Act Rules and Regulation.

2. Exemption shall be in accordance with Code of Alabama 1975, Title 34, Chapter 11, and Alabama Board of Licensure for professional Engineers and professional Land Surveyors.

SECTION 109 FEES > To be amended to read as follows:

109.2 Schedule of permit fees. To read as follows:
109.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, and mechanical systems, or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as established by the City of Mobile and adopted in a separate ordinance.

109.6 Refunds. Amend to read as follows:
109.6 Refunds. Refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 110 INSPECTIONS > To be amended as follows:

110.3.9 Energy efficiency inspections. Delete in its entirety**.**

SECTION 111 CERTIFICATE OF OCCUPANCY > 111.2 Certificate Issued. > To be amended as follows:

Add sub-paragraph 111.2.1 Certificate of Shell Completion. To read as follows:
111.2.1 Certificate of Shell Completion. After the Building Official inspects the building or structure and finds no violations of this code or other laws that are enforced, the Building Official shall issue a certificate of completion for a shell building.

SECTION 113 MEANS OF APPEALS > To be amended as follows:

SECTION 113 MEANS OF APPEALS - Delete in its entirety**.**

Add SECTION 113 BOARD OF APPEALS – To read as follows:

> **113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *Building Official* relative to the application and interpretation of this code, there shall be and is hereby created a *Construction Board of Appeals*, hereafter referred to as "The Board of Appeals". The Board of Appeals shall be appointed by the Mayor.
>
> **Exception:** The appeal and variance procedure for structures located in flood hazard areas shall be in accordance with the applicable sections of the City of Mobile's "Storm Water Management and Flood Control Ordinance", which is administered and enforced by the City of Mobile Engineering Department and adopted by a separate ordinance.

The *Building Official* for the Board of Appeals shall be defined as the Code Official having jurisdiction over each of the applicable codes adopted in separate ordinances by the City of Mobile.

> **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder has been incorrectly interpreted; the provisions of this code do not fully apply; or an equally good or better form of construction is proposed. The Board of Appeals shall have no authority to waive requirements of this code.

113.3 Qualifications. The Board of Appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

113.4 Application. The application for appeal shall be filed on a form obtained from the *Building Official* within 20 calendar days after a written decision by the *Building Official*.

113.5 Membership of the Board. The Board of Appeals shall consist of persons appointed by the Mayor as follows:

1. Two for four years; two for three years; two for two years; and three for one year.
2. Thereafter, each new member shall serve for four years or until a successor has been appointed.

The *Building Official* and city attorney or their designees shall be ex officio members of said Board of Appeals but shall have no vote on any matter before the board.

113.6 Members. The Board of Appeals shall consist of seven individuals who are not employees of the jurisdiction, one from each of the following disciplines:

1. Registered design professional with architectural experience or a State of Alabama licensed builder with at least ten years' experience, five of which have been in responsible or supervisory level of work.

2. Licensed design professional with structural engineering experience.

3. Licensed design professional with mechanical engineering experience or a mechanical contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

4. Licensed design professional with plumbing engineering experience or a plumbing contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

5. Licensed design professional with electrical engineering experience or a contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

6. Licensed design professional with fire protection engineering experience or a fire protection contractor with at least ten years' experience, five of which have been in a responsible or supervisory level of work.

7. One who is qualified by experience and training to pass on matters pertaining to property maintenance. If a representative is not available from the listed disciplines, the Mayor may appoint others who may be qualified by experience, education, and training to pass upon appeals presented to the Board of Appeals.

113.7 Alternate members. The Mayor shall appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership and shall be appointed for five years, or until a successor has been appointed.

113.8 Rules and procedures. The Board of Appeals is authorized to establish policies and procedures necessary to carry out its duties.

113.9 Chairperson. The Board of Appeals shall annually select one of its members to serve as chairperson.

113.10 Vice-Chairperson. The Board of Appeals shall annually select one of its members to serve as chairperson.

113.11 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional, or financial interest. .

113.12 Secretary. The Executive Director of Build Mobile shall designate a qualified clerk to serve as secretary to the Board of Appeals. The secretary shall not be a member of the Board of Appeals. The secretary shall file a detailed record of all proceedings in the office of the Executive Director of Build Mobile.

113.13 Compensation of Members. There shall be no compensation for members who serve on the Board of Appeals.

113.14 Ad-hoc Advisory Committees. For the sole purpose of deciding an appeal brought before the Board of Appeals, the Chairperson may empanel an Ad-hoc Committee consisting of one member of the Board of Appeals and two individuals who have specialized expertise relevant to the appeal. Those appointed committee members shall not have a vote in the matter of the appeal and are to serve in an advisory role. Committee members shall present their opinions individually to the full membership of the Board of Appeals. The Ad-hoc Committee shall be

limited in scope of service to the single appeal and its existence shall terminate with the issuance of the decision on the appeal.

Ad-hoc Committees Members. Ad-hoc committees shall be composed of individuals who through education, experience, and licensing by the State of Alabama, are considered qualified to opine on the subject matter that constitutes the basis.

113.15 Notice of meeting. The Board of Appeals shall meet upon notice from the chairperson, within 10 business days of the filing of an appeal or at stated periodic meetings. .

113.16 Open hearing. All hearings before the Board of Appeals shall be open to the public. The appellant, the appellant's representative, the *Building Official* and any person whose interests are affected shall be given an opportunity to be heard. A quorum must be present for the Board of Appeals to conduct a hearing. A quorum shall consist of five (5) members. .

113.17 Procedure. The Board of Appeals shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received. .

113.18 Board of Appeals decision. The board shall modify or reverse the decision of the *Building Official* by a concurring vote of a super majority of its members present. .

113.19 Administration. The *Building Official* shall take immediate action in accordance with the decision of the board.

SECTION 114 VIOLATIONS 114.4 Violation Penalties. To be amended as follows:

114.4 Violation Penalties. Amend to read as follows:

114.4 Violation penalties. Persons who shall violate a provision of the *2021 International Building Code* (IBC), as amended, or shall fail to comply with any of the requirements thereof or who shall construct, enlarge, alter repair, move, demolish or change the occupancy of a structure in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this Code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT 116.3 Notice. To be amended as follows:

116.3 Notice. All buildings or structures which are unsafe, unsanitary, or not provided with adequate egress, or which constitutes a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, are severally in contempt of this Section, Unsafe Structures and Equipment. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedures:

1. Whenever the *Building Official* shall find any building or structure or portion thereof to be unsafe, as defined in this Section, he shall, in accordance with established procedure for legal notice, as required by Alabama Act 140, 1971, as amended by Act 581, 1973, give the 1) mortgagee(s), regulatory boards, the person last assessing the property for state taxes, and the owner, agent, or person in control of such building or structure written notice setting forth the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building or structure or portion hereof.

2. If necessary, such notice shall also require the building, structure, or portion thereof to be vacated forthwith and not re-occupied until the specified repairs and improvements are completed, inspected, and approved by the *Building Official*. The *Building Official* shall cause to be posted at each entrance to such building a notice stating: **THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL.** Such notice shall remain posted until the required repairs are made, or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents, or other servants, to remove such notice without written permission of the *Building Official*, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.

3. The mortgagee(s), regulatory boards, last person assessing for state taxation, and if other than those listed, the owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the Building Official, as provided hereinafter, and to appear before the Board of Adjustment and Appeals at a specified time and place to show cause why he should not comply with said notice.

4. In case the mortgagee(s), regulatory boards, last person assessing for state taxation, and the owner, agent or person in control cannot be found within the stated time limit, or, if such owner, agent or person in control shall fail, neglect or refuse to comply with notice to repair, rehabilitate or to demolish and remove said building or structure or portion thereof, the *Building Official*, after having ascertained the cost, shall cause such building or structure or portion thereof, to be secured or required to remain vacant in accord with Section 102.4.a.1, and/or demolished in accord with Alabama Act 140, 1971.

5. The decision of the *Building Official* shall be final in cases of emergency, which, in his/her opinion, involve imminent danger to human life or health. He shall promptly cause such building, structure, or portion thereof to be made safe or cause its removal. For this purpose, he may at once enter such structure or land on which it stands, or abutting land or structures, with assistance and at such cost as he may deem necessary. He may order the vacation of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary and for this purpose may close a public or private way.

6. Costs included under Paragraphs 103.4(a) and 103.4(a) (5) of Alabama Act 140, 1971 shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

7. The provisions of this code shall not be held to deprive any Federal or State agency, or any applicable governing authority having jurisdiction of any power or authority.

ARTICLE NINE: 2021 INTERNATIONAL BUILDING CODE CHAPTER 2 DEFINITIONS SECTION 202 DEFINITIONS To be amended as follows:

THE FOLLOWING DEFINITIONS: Amend to read as follows:

FLOOD HAZARD AREA. The area designed as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ADD THE FOLLOWING DEFINITIONS – To read as follows:

CONTRACTOR. One who, for a price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, enlargement, alteration, maintenance, repair, move, rehabilitation, remediation, reclamation, demolish of a structure or swimming pool.

GROUND SIGN. A billboard or similar type of sign which is a supported by one or more uprights, poles, or braces in or upon the ground other than a combination sign or pole sign, as defined by this code.

POLE SIGN. A sign wholly supported by a sign structure in the ground. .

ARTICLE TEN: 2021 INTERNATIONAL BUILDING CODE CHAPTER 3 OCCUPANCY CLASSIFICATION AND USE SECTION 309 MERCANTILE GROUP M - To be amended as follows:

Add Paragraph 309.1 Mercantile Group M - Exception – To read as follows:

Exception. A facility such as above may be classified as Group B (Business) Occupancy when all for the following conditions are met:

1. Meets requirements of small quantity of goods and merchandise available for sale.
2. Occupancy load is 50 persons or less.
3. Meets all life safety requirements for Group B Occupancy.

4. The facility is existing, and no building shall be greater than 2500 square feet.

ARTICLE ELEVEN: 2021 INTERNATIONAL BUILDING CODE > CHAPTER 16 STRUCTURAL DESIGN > To be amended as follows:

SECTION 1609 WIND LOADS – 1609.3 Basic Design Wind Speed. Amend to read as follows:

1609.3 Basic Design Wind Speed. The basic design speed for the determination of the wind loads shall be in accordance with Section 1609 of the 2021 International Building Code, Basic Design Wind Speed Maps or in accordance with ASCE 7.

- Risk Category I, 145 mph 3-second gust
- Risk Category II, 159 mph 3-second gust
- Risk Category III 169 mph 3-second gust • Risk Category IV 179 mph 3-second gust.

Wind Contour Maps Data Source

Data Source: https://hazards.atcouncil.org/

Wind Contour GIS layers: Layer is based on Standards ASCE 7-10 and ASCE 7-16.
ASCE 7-10 Figs. 26.5-1A–C and CC-1–CC-4, incorporating errata of March 12, 2014; ASCE 7-16 Figs. 26.5-1A–D, 26.5-2A–D, and CC.2-1–CC.2-4.
Layer Rest Endpoint: https://gis.asce.org/arcgis/rest/services/ASCE Online tools used for verification:

https://asce7hazardtool.online/
https://hazards.atcouncil.org/

Data Overview: The ASCE 7 Hazard Tool provides site-specific data in both customary and SI units for environmental hazards as specified in Standards ASCE 7-10 and ASCE 7-16:
Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 15% probability of exceedance in 50 years (annual exceedance probability = 0.00333, MRI = 300 years).

SECTION 1612 FLOOD LOADS – 1612.3 Establishment of Flood Hazard areas. **Amend to read as follows:**

1612.3 Establishment of Special Flood Hazard Areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled "The Flood Insurance Study for Mobile County, Alabama and incorporated areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section. The adopted "Storm Water Management and Flood Control Ordinance" flood hazard map and supporting data are hereby adopted by

reference and declared to be part of this Section. Where there is difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or code, the more stringent provision shall prevail.

The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

ARTICLE THIRTEEN: 2021 INTERNATIONAL BUILDING CODE CHAPTER 29 PLUMBING SYSTEMS SECTION 2902 MINIMUM PLUMBING FACILITIES 2902.1 Minimum number of fixtures. 2902.1.1 Fixture calculations. To be amended as follows:

2902.1.1 Fixture Calculations. Delete Exception 2

ARTICLE FOURTEEN: 2021 INTERNATIONAL BUILDING CODE > APPENDIX H SIGNS > To be amended as follows:

Section H101 GENERAL Amend to read as follows:

H101.1 General. This section is to regulate the construction of new signs and reconstruction of existing signs support structures, braces, and anchors so they may be erected in a safe manner. Where a permit is required, as provided in Chapter 1, construction documents shall be required. These documents shall show the dimensions, material and required details of construction, including loads, stresses, and anchors.

Add subsection H101.1.1 Zoning Ordinance. To read as follows:

H101.1.1 Zoning Ordinance. All signs shall be in accordance with the Zoning Ordinance, Chapter 64, adopted in a separate ordinance and enforced by the Planning and Zoning Department.

H101.2 Signs exempt from permits. Delete in its entirety.

SECTION H102 DEFINITIONS > Amend to read as follows:

H102.1 General. Delete the following definitions:

DISPLAY SIGN
ELECTRIC SIGN

PORTABLE DISPLAY SURFACE
PROJECTING SIGN
ROOF SIGN
SIGN
WALL SIGN

SECTION H103 LOCATION - Delete in its entirety**.**

SECTION H108 ANIMATED DEVICES - Delete in its entirety**.**

SECTION H110 ROOF SIGNS - Delete in its entirety.

SECTION H114 PORTABLE SIGNS - Delete in its entirety**.**

SECTION H116 REFERENCED STANDARDS > Amend to read as follows:

Add H116.2 Zoning 64-11. To read as follow:

H116.2 ZONING 64-11. ZONING ORDINANCE adopted May 16, 1967 and codified in Chapter 64 of CITY CODE of MOBILE, Section 64-11. Sign Regulations Provisions, adopted in a separate ordinance.

ARTICLE FIFTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Mobile hereby declares that it would have passed this Ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:42 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:57 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT AN ELECTRICAL CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

SECTION ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2020 Edition of the National Electrical Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, and is hereby adopted as the "Electrical Code of the City of Mobile."

SECTION TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2020 National Electrical Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

SECTION THREE: Effective Date. The said 2020 National Electrical Code shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

SECTION FOUR: Contractor's Criteria and Qualifications. Criteria and qualifications for electrical contactors shall be set forth herein. For the purpose of this ordinance the term contractor will hereinafter refer to Electrical Contractor as defined and added by SECTION **NINE** in **Article 100 DEFINITIONS.**
It shall be unlawful and an offense against the City for any person to work as a master electrician, journeyman electrician, or low voltage electrician, without first obtaining a certificate of competency from the Board of Electrical Examiners.

In addition to the requirements as set forth herein, all individuals, agents or businesses who install, alter, or modify all or part of an electrical system shall furnish proof that they are a licensed, registered master electrician in accordance with the electrical examining board and the statutory requirements of the state and city. Where any electrical work is being undertaken, a master or journeyman electrician shall be present at the job site and in actual control and in charge of the work being performed.

(A) Creation of the Board of Electrical Examiners. There is hereby created the Board of Electrical Examiners of the City of Mobile.

(B) Appointments. Board of Electrical Examiners members shall be appointed by the City Council.

(1) When appointing members of the Board of Electrical Examiners, the Council will endeavor, to the extent possible, to appoint persons in a manner to reflect a balanced representation of individuals or organizations. The chairman of the Board of Electrical Examiners shall be the electrical official.

(2) The Board of Electrical Examiners shall consist of seven (7) voting members. One board member will be a City of Mobile certified master electrician, and one board member will be a City of Mobile certified journeyman electrician. .

(3) In considering the appointment of board members, the Council may solicit recommendations made by interested organizations and entities, including but not limited to the International Brotherhood of Electrical Workers Local 505, the National Electrical Contractors Association, the Master Electricians Association of Alabama, the Alabama Power Company, the Associated Builders and Contractors Association of South Alabama, and the Home Builders Association of Metro Mobile. The Council is not, however, bound by any recommendation that may be made or compelled to accept or otherwise act upon any recommendation that may be made.

(C) Terms. Each member of the Board of Electrical Examiners shall serve a term of two *(2)* years. Vacancies for any reason shall be filled in the same manner as their appointment, and such appointments shall be for the unexpired term of the member replaced. Members shall be eligible for reappointment.

(1) If, at the expiration of any term of office of any member of the Board of Electrical Examiners, a successor thereto has not have been appointed by the city council, then the member whose term of office has expired will continue to hold office until his or her successor has been duly appointed by the city council. .

(2) This Ordinance shall not serve to vacate any appointment made prior to its effective date.

(D) Compensation. Each appointed member will receive no compensation.

(E) **Quorum.** A quorum as established by the Board of Electrical Examiners operating procedures shall be required to conduct Board of Electrical Examiners business. The Board of Electrical Examiners shall hold such meetings as necessary. The Chair or a majority of the members of the Board of Electrical Examiners shall have the authority to call meetings of the Board of Electrical Examiners.

(F) Duties. It shall be the duty of the Board of Electrical Examiners to:

(1) Adopt the necessary rules and regulations to administer and enforce this Code .

(2) Establish qualifications of electrical contractors. .

(3) Revoke or suspend the recognition of any electrical certification for the jurisdiction. .

(4) After advance notice of the public hearings and the execution of such hearings, as established by law, the Board of Electrical Examiners is authorized to establish and update the provisions for the safety of electrical installations to conform to the currently adopted edition of the National Electrical Code (NFPA 70) and other nationally recognized safety standards for electrical installations.

(5) Establish procedures for recognition of electrical safety standards and acceptance of equipment conforming to these standards.

(G) Examinations. The board of electrical examiners shall hold examinations for master electricians, and journeyman electricians at least twice yearly.

(H) Policies and Procedures. The Board of Electrical Examiners shall promulgate policies and procedures for the administration of examinations, which shall be on file with the Clerk of the City and available in the Electrical Inspection Unit.

(I) Suspension or Revocation of Certificates of Competency. After a hearing following notice, the board shall have the power to suspend any certificate of competency issued by it for a period of not more than thirty (30) days, and may revoke certificates of competency issued by it, upon evidence presented to it that the holder of such certificate of competency has persistently or willfully violated the provisions of this code. When such certificate is revoked, the holder thereof shall not be entitled to apply for a new certificate within six (6) months of the date of such revocation.

(J) Complaints. Whenever a complaint is made to the Board of Electrical Examiners concerning any holder of a certificate of competency and the Board of Electrical Examiners finds there is probable cause that the complaint is grounded in fact and that the facts, if true, would warrant revocation of the certificate, then the Board of Electrical Examiners shall hold a meeting at which meeting the certificate holder and complainant may appear and present evidence as to such charges and defenses. Notice of the meeting shall be given to the holder of the certificate of competency not less than fifteen (15) days prior to the date set for said meeting and shall specify, in detail, the basis of the charges against him or her.

(K) Continuing Education Requirements for Holders of Active Certificates of Competency.

(1) Each person who is certified by the Board of Electrical Examiners must, as a condition of renewal of the certificate, provide proof of at least fourteen (14) classroom hours of continuing education in one (1) or more courses approved by the Board of Electrical Examiners per three-year period.

(2) A person who holds more than one certificate issued by the Board of Electrical Examiners is required to complete the continuing education requirements only once during each three-year period. Proof of completion by any such person must be submitted with the renewal application.

(3) No continuing education requirements apply for the year in which a certificate is initially issued.

(L) Certification Issuance and Renewal Fee.

Table 1

Journeyman electrician	50.00
Duplicate card fee	10.00
Master electrician	30.00 with business license
Low voltage certificate fee	50.00
State issuance fee	25.00
Inactive master	10.00 per year
Inactive master conversion fee	250.00
Certification late renewal	Double fee
Electrical exam fees:	
Master electrical exam fee	145.00
Journeyman electrical exam fee	95.00

* All electrical fees shall comply with the city ordinance known as the "Building Code Permit Fee Schedule Ordinance."

(M) Certificate Fees and Terms.

Table 2

Application	**Fee**	**Prerequisite**	**Term of Certificate of Competency**
Application for master electrician examination	$145.00	Any person shall be eligible for examination as a master electrician who has been in actual employment as a certified journeyman electrician for at least (1) year, or has passed a previous examination with the city as a master electrician, or has a professional electrical engineering license, or such experience in the electrical field as shall be approved by the board of electrical examiners, or has had five (5) years of such experience in the design of electrical systems and their construction shall be approved by the board of examiners.	Master certificates will expire the day prior to March 1 and shall be renewed every three (3) years between January 1 and March 1 without a re-examination, under one (1) of the following provisions: (1) $30.00 fee if purchasing a city electrical contractor's license; (2) if not purchasing a city electrical contractor's license a fee equivalent to the amount paid for the minimum electrical contractor's business license.
Application for journeyman examination	$95.00	Four (4) years' experience as an apprentice or a current journeyman or master electrician in another jurisdiction of the state or other training approved by the board of electrical examiners.	5 years
Application for associate journeyman	$95.00	An applicant for a certificate of competency as an associate journeyman must have had at least two (2) years practical experience as an apprentice of a journeyman electrician or master electrician, or shall be sponsored by the electrical department of the city or must have had other training approved by the board of electrical	

		examiners.	
Application for low voltage	$95.00	Low voltage contractors must be licensed by the Alabama Electronics Security Board and must be issued a limited certificate of competency by the city. Worked performed under the certificate shall be limited to the specific installation specified on the certificate.	5 years
Reciprocal certificate of competency	$100.00	Applicants who attain a minimum score of seventy (70) percent on an examining board approved commercially-produced standardized test administered by an approved governmental agency, shall be eligible for a certificate of competency, without additional examination, subject to payment of the required fee.	
Replace of lost certificates	$10.00		
Inactive master's certificate basis until the next licensing period (January 1 – March 1). During this regular licensing period (January 1 – March 1) an "inactive" certificate may be converted to an "active" certificate by compliance with the electrical code. Also, a holder of an "inactive" certificate may acquire an active master's certificate at any time during the year by a successful completion of the prescribed master examination.	$10.00		

SECTION FIVE: Surety Bond.

(A) In addition to the requirements as set forth herein, it shall be the duty of every builder, contractor, and sub-contractor to provide and have on file a current license and surety bond for $10,000 in accordance with the City of Mobile and State of Alabama Requirements. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

(B) Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the electrical business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

(C) The surety bond form must be signed by the master electrical certificate holder and the electrical contractor.

SECTION SIX: Criteria for Owners to Obtain Permit. For the purpose of this Code, homeowner's personally performing electrical work, on the residence that they occupy and own, may be allowed to obtain electrical permits for their residence upon passing an in-house test and execution of an electrical affidavit. Any individual other than the owner performing electrical work on a residential property is considered a contractor and shall meet the requirements of a contractor as set forth herein.

SECTION SEVEN: Vehicular Signs. All trucks and similar vehicles used by electrical contractors shall have signs on both sides of the body which include the full name, address, and telephone number of the firm to which it belongs. Lettering may be in any color in contrast to the color of the body, but letters identifying the firm name must be at least 1 ½ inches high (1 ½").

SECTION EIGHT: 2020 NATIONAL ELECTRICAL CODE > ARTICLE 90 Introduction >

Add Paragraph 90.10 Administration. To read as follows: .
90.10 Administration
(A) General. The provisions of this Code shall apply within the corporate limits of the City of Mobile, and to all City of Mobile owned property not located in the corporate limits of the City of Mobile, to electric conductors and equipment installed within or on public and private buildings and other premises, including parking lots, carnivals, yards and industrial sub-stations; also, the conductors that connect the installations to a supply of electricity, and other outside conductors adjacent to the premises. All electrical systems shall be properly permitted and inspected as required by this Code.

(1) Homeowner installations. Nothing in this Code shall prevent any homeowner from making an electrical installation within his/her own property boundaries, providing such electrical work is done by himself and is in a building used exclusively by him or his/her family. Such privilege does not convey the right to violate any of the provisions of this Code, nor is it to be construed as exempting any such property owner from obtaining a permit and paying required fees therefore.

(2) Liability. Nothing in the Electrical Code of the City of Mobile will be construed to relieve or lessen the responsibility or liability of any person, firm or corporation for injury or damage to any person or property caused by or resulting from any malfunction or defects of any nature in any electrical work performed by said person, firm, or corporation or in any electrical equipment owned, controlled, installed, operated, or used by them. Nor shall the City of Mobile, or any officer, agent, or employee thereof, incur or be held as assuming any liability by reason or in consequence of any permit, permission, certificate of inspection, inspection, or approval authorized therein, or issued or given as herein provided or by any reason or consequence of any actions done or acts performed pursuant to any provision of this Code.

(B) Applicability. General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(1) Other laws. The provisions of this Code shall not be deemed to nullify any provisions of local, state, or federal law. .

(2) Energy Conservation: Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

(3) Application of References. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this Code.

(4) Referenced Codes and Standards. The Codes and standards referenced in this Code shall be considered part of the requirements of this Code to prescribed extent of each such reference. Where differences occur between provisions of this Code and referenced Codes and standards, the provisions of this Code shall apply.

Exception: Where enforcement of a Code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and manufacturer's instructions shall apply.

(5) Partial Invalidity. In the event any part or provision of this Code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

(6) Existing Structures. The legal occupancy of any structure existing on the date of adoption of this Code shall be permitted to continue without change, except as is specifically covered in this Code, the International Property Maintenance Code, International Existing Building Code, or the International Fire Code, or as is deemed necessary by the Code Official for the general safety and welfare of the occupants and the public.

(a) Except as otherwise provided in this Code, it shall not be required to remove, alter, or abandon, or prevent the continued utilization and maintenance of existing electrical systems and equipment lawfully in existence at the time of the adoption of this Code.

(b) Electrical systems, equipment, materials and appurtenances, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe, hazard-free condition. Devices or safeguards that are required by this Code shall be maintained in compliance with the Code addition under which installed. The owner or the owner's designated agent shall be responsible for the maintenance of the electrical systems and equipment. To determine compliance with this provision, the Code Official shall have the authority to require that the electrical systems and equipment be re-inspected.

(7) Additions, Alterations or Repairs. Additions, alterations, or repairs to any structure shall conform to that required for a new structure without requiring the existing structure to comply

with all of the requirements of this Code, unless otherwise stated. Additions, alterations, or repairs shall not cause an existing structure to become unsafe or adversely affect the performance of the building.

(8) Historic Buildings. The provisions of this Code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings, including those listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places or eligible for listing in the Alabama Register of Landmarks or the National Register of Historic Places, when such buildings or structures are judged by the Official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings.

(9) Adoption of the National Code. All electrical work and all materials and appliances used in connection therewith done within the City of Mobile shall conform to the requirements and provisions of the *2020 National Electrical Code*, except as changed by the provisions hereof, which said requirements and provisions are hereby adopted and approved as a part thereof.

(10) Approved materials. All electrical materials, wiring devices, signs, appliances, and equipment used in electrical installations in the City of Mobile whether wholesale or retail in nature shall bear listing label of a nationally recognized testing laboratory or be approved by Build Mobile, Electrical Inspection Unit of the City of Mobile.

(11) Establishment of Special Flood Hazard Areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled "The Flood Insurance Study for Mobile County, Alabama and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.

(a) The adopted "Storm Water Management and Flood Control Ordinance", flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section. Where there is a difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or Code, the more stringent provision shall prevail.

(b) The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

(11) Change of Occupancy. The provisions of the 2020 National Electrical Code shall apply to all buildings undergoing change of occupancy.

(C) Electrical Inspection Unit. The Electrical Inspection Unit is hereby created and the official in charge shall be known as the Code Official.

(1) General. The function of the Electrical Inspection Unit shall be to assist the Code Official in the administration and enforcement of the provisions of this Code.

(2) Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint a Deputy Code Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Code Official.

(3) Restrictions on Employees. No officer or employee connected with the Electrical Inspection Unit, except one whose only connection is a member of the board established by this Code, shall be financially interested in the furnishing of labor, material, or appliances for the construction, authorization, or maintenance of a building. No such officer or employee shall engage in any work, which is inconsistent with his/her duties or with the interest of the unit.

(4) Liability. The Code Official or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Code Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

(5) Identification. The Code Official shall carry proper identification when inspecting structures or premises in the performance of duties under this Code.

(6) Department Records. The Code Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for the retention of public record.

(D) Duties and Powers of the Code Official.

(1) General. The Code Official is hereby authorized and directed to enforce the provisions of this Code. The Code Official shall have the authority to render interpretations of this Code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent and purpose of this Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Code.

(2) Right of Entry. Where it is necessary to make an inspection to enforce the provisions of this Code, or where the Code Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this Code which makes the structure or premises unsafe, dangerous or hazardous, the Code Official or duly authorized representative, is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this Code, provided that if such structure or premises be occupied that credentials be presented to the occupant and

entry requested. If such structure or premises be unoccupied, the Code Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Code Official shall have recourse to the remedies provided by law to secure entry.

(3) Notices and Orders. The Code Official shall issue all necessary notices or orders to ensure compliance with this Code.

(4) Suspension or Revocation. The Code Official is authorized to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this Code.

(5) Interference with Code Official. It shall be unlawful for any person to interfere with the Code Official or any of his/her duly authorized representatives when they are performing any of their duties as set out in this Code or in other ordinances of the City of Mobile.

(E) Approval.

(1) Notices. Upon the completion of the Electrical wiring of any building, and/or upon the completion of any alteration or change or repair, it shall be the duty of the contractor doing the electrical work to notify the Code Official or his/her duly authorized representative that such work is completed, who shall then inspect or cause such wiring or appliances to be inspected, and if approved by him, shall issue and attach a certificate of approval.

(2) Certificate of Approval. It shall be unlawful to use or permit the use of, or to supply current for electric wiring for light, heat or power in a building or structure unless the required certificate of approval has been issued; provided, however, the Code Official or his/her duly authorized representative may in his/her discretion give temporary permission for a reasonable time to supply and use current in parts of an electrical installation before such installation has been fully completed and the Certificate of Approval issued.

(3) Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this Code, the Code Official shall have the authority to grant modifications for individual cases, provided the Code Official shall first find that special individual reason makes the strict letter of this Code impractical, and that the modification is in compliance with the intent and purpose of this Code, and does not lessen health, life, and fire-safety requirements. The details of action granting modifications shall be recorded and entered in the file of Electrical Inspection.

(4) Alternative Material, Methods, Equipment and Appliances. The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this Code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved where the Code Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this Code, and that the material, method of work is for the purpose intended, at least

the equivalent of that prescribed in this Code in quality, strength, effectiveness, fire resistance, durability, and safety.

(5) Required Testing. Wherever there is insufficient evidence of compliance of this Code, or evidence that a material or method does not conform to the requirements of this Code, or in order to substantiate claims for alternative materials or methods, the Code Official shall have the authority to require tests as evidence of compliance to be made at no expense to the City of Mobile.

(6) Approved Materials and Equipment. All materials, equipment and devices approved by the Code Official shall be constructed and installed in accordance with such approval.

(7) Material, Equipment and Appliance Reuse. Materials, equipment, appliances, and devices shall not be reused unless such elements have been reconditioned, tested, and placed in good and proper working condition and approved.

(F) Permits.

(1) Permits Required. Permits required by this Code shall be obtained from the Code Official. Permit fees, if any, shall be paid prior to the issuance of the permit. Issued permits shall be kept on the premises by the homeowner or contractor designated therein at all times and shall be readily available for inspection

(2) Permits Not Required. The following shall be exempt from the requirement for a permit:

(a) Listed cord and plug connected temporary decorative lighting.
(b) Reinstallation of attachment plug receptacles, but not the outlets therefore.
(c) Repair or replacement of branch circuit overcurrent devices of the required capacity in the same location.
(d) Temporary wiring for experimental purposes in suitable experimental laboratories.

(3) Emergency Repairs. When equipment replacement and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the code official.

(4) Application for Permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by Build Mobile for that purpose. Such application shall:

(a) Identify and describe the work to be covered by the permit for which application is made.
(b) Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and locate the proposed building or work.
(c) Indicate the use and occupancy for which the proposed work is intended.
(d) Be accompanied by construction documents.
(e) State the valuation of the proposed work.

(f) Be signed by the applicant, or the applicant's authorized agent.
(g) Give such other data and information as required by the Code Official.
(h) Applicant must provide proper identification to verify ownership of property.
(i) Application for an electrical permit shall be granted only to homeowner, or to a licensed and bonded electrical contractor.

(5) Time Limitation of Application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Code Official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(6) Action on Application. The Code Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Code Official shall reject such application in writing, stating the reasons therefore. If the Code Official is satisfied that the proposed work conforms to the requirements of this Code and laws and ordinances applicable thereto, the Code Official shall issue a permit therefore as soon as practicable.

(7) Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Code Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(8) Placement of Permit. The building permit or copy thereof shall be kept on the site of the work until the completion of the project.

(9) Plans and Specifications. Plans and specifications must meet the requirements of Section 107 of the Ordinance of the City of Mobile adopting the 2021 edition of the International Building Code.

(10) Schedule of Fees. On all electrical installations requiring an electrical permit, a fee for each electrical permit shall be paid as required at the time of application, in accordance to the "Building Codes Permit Fee Schedule Ordinance" as adopted by separate ordinance**.**

(11) Fee Refunds. Permit refunds shall be in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted by separate ordinance.

(G) Inspections and Testing.

(1) Inspection Required. During and upon completion of any installation, alteration, or extension of an electrical wiring system, the Code Official shall inspect the work to assure compliance with the electrical Code.

(2) Concealed Work. During and upon completion of any installation, alteration, or extension of an electrical wiring system, the Code Official shall inspect the work to assure compliance with the electrical Code.

(3) Conformity. The Code Official shall within a reasonable time after notice of the completion of the electrical wiring for which a permit is required by this Code, make, or cause to be made an inspection of such work and such tests as may be necessary to determine that it conforms to the Code.

(4) Re-inspection. The Code Official may conduct any re-inspection in the interest of public safety. If an electrical wiring system is found to be defective and unsafe, the Code Official shall revoke all certificates relating to such systems, and the use of such system shall be discontinued until compliance is achieved and a new certificate issued.

(5) Defective Work. If an electrical wiring system upon re-inspection is found to be defective and unsafe, the Code Official or his/her duly authorized representative shall revoke all certificates in effect at that time relating to such systems; and the use of such electrical wiring system shall be discontinued until it has been made to conform to this Code and a new certificate of approval has been issued by the Code Official or his/her duly authorized representative.

(6) Certificate of Approval. Upon the making of the final inspection of an electrical wiring system, if the same be approved, then the Code Official or his/her duly authorized representative shall issue or cause to be issued a certificate of approval, as hereinafter provided, and the same shall be attached to the electrical wiring system.

(7) Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Code Official. The Code Official upon notification shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this Code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until approved.

(8) Underground Inspection. Underground inspection is to be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

(9) Rough-in Inspection. Rough-in inspection is to be made after the roof, framing fire-blocking, bracing and rough wiring is in place and prior to the installation of wall or ceiling membranes.

(10) Final Inspection. Final inspection is to be made after the building is complete, all required fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

(H) Connection or Reconnection of Services.

(a) No person shall make connections from a utility, source of energy or power to any building or system for which a permit is required, until approved by the Code Official.

(b) The Code Official shall have the sole authority to authorize and approve the temporary connection of the building or system to the utility source of energy or power.

(c) Whenever electrical service has been discontinued in a building or structure for a period exceeding six (6) months, the Code Official shall inspect the service equipment and readily accessible wiring before reconnection of the power supply.

(d) The Code Official shall have the authority to authorize disconnection of utility service to a building, structure or system regulated by this Code with the exception that, in the case of an emergency threatening immediate hazard to life or property, a utility connection may be made without prior approval. The Code Official shall notify the serving utility, and if possible, the owner and occupant of the decision to disconnect before the disconnection is affected.

(I) Violation Penalties. Amend as follows:

(I) Violation Penalties.

(1) Persons who shall violate a provision of the *2020 National Electrical Code* (NEC), as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair electrical work in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this Code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(2) The Code official shall serve a Notice of Violation (NOV) or order to the person responsible for erection, installation, alteration, extension, repair, removal, or demolition of electrical work in violation of the provisions of this Code, or in violation of a detail statement or the approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

(3) Upon notice from the Code Official that electrical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing with a Stop Work Order (SWO) and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the electrical system after having been served with a SWO, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to issuance of a Municipal Offence Ticket (MOT).

(J) Regulation of Master Electricians.

(1) Every electrical contractor, including joint ventures, must have continuously in his/her employment, a Master Electrician with a valid certificate of competency. All joint venture contractors shall submit proof of continuous employment of a certified master electrician as required by the Board of Electrical Examiners. Whenever any Master Electrician leaves the employment of an electrical contractor it shall be the duty of such contractor to immediately notify the City of Mobile Board of Electrical Examiners.

(2) Every holder of a certificate of competency as a Master Electrician shall notify the Board of Electrical Examiners as to his/her place of employment or any change in employer. .

(3) In the event of death of the "Active" Master Electrician of record employed by a contractor, the contractor shall be permitted to continue operations on previously permitted projects, not to exceed one hundred eighty (180) days. At the end of this period, the contractor will be required to employ exclusively a new holder of an "active" master's certificate. .

(4) No master electrician shall allow his/her name to be used by any other person, firm, or corporation for the purpose of obtaining a permit to do electrical work or for the purpose of doing electrical work under the master electrician's license.

(K) Regulation of Journeyman Electricians.

(1) It shall be unlawful for any journeyman to do any electrical work unless he/she is doing such work under the direct supervision of a holder of a certificate of competency as a master electrician. .

(2) It shall be unlawful for a journeyman to allow any person employed as a helper / apprentice, or trainee to do any electrical work, except under the direct supervision of a master or journeyman. .

(3) A minimum of one (1) journeyman must be present on each construction site. Additional journeymen shall be required at the discretion of the Code official.

(L) Regulation of Low Voltage Contractors.

(1) All installations of low voltage systems, both hardwired and wireless, (i.e., sound, radio and television receiving equipment, burglar alarm systems, telephone fire alarm systems and audio systems) shall comply with the standards of safety as approved and amended by a nationally recognized testing laboratory, the provisions of which are incorporated herein and made a part hereof by reference.

(2) Low Voltage Contractors must be licensed by the Alabama Electronics Security Board and must be issued a limited certificate of competency by the City of Mobile.
Work performed under the certificate shall be limited to the specific installation specified on the certificate.

(3) Low Voltage Contractors shall not be authorized to connect low voltage systems to a structure's light, power, or electrical heating systems.

(M) Construction Board of Appeals. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code and the Ordinance Adopting the International Building Code which is adopted by separate ordinance.

(N) Unsafe Buildings and Equipment. All unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the International Property Maintenance Code and applicable ordinances.

SECTION NINE: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 1 General > Article 100 Definitions > Part I. General. To be amended as follows:

Add the following definitions to read as follows:

Certificate of Competency. *S*hall mean the certificate issued by the Board of Electrical Examiners which shall qualify the holder to perform the designated electrical services within the jurisdiction of this Code.

Code Official. The officer or other designated authority charged with the administration and enforcement of this Code, or a duly authorized representative.

Department. Shall mean Build Mobile of the City of Mobile.

Electrical Code. Shall mean the National Electrical Code adopted herein as well as the additional Code sections in Chapter 19 of the City of Mobile Code.

Electrical Contractor. Shall mean a person, firm, or corporation engaged in the business of electrical contracting. An electrical contractor must be under the direction of a "Master Electrician."

Electrical Fence. Shall mean a barrier that uses electrical shocks to deter animals or people from crossing a boundary.

Electrical Official. Shall mean the Code Official in the Build Mobile Department of the City of Mobile. If the Code Official authorizes a designee to enforce provisions of this Code, the actions of the authorized representative shall have the same full force and effect as those of the Code Official.

Flood Hazard Area. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control" Ordinance adopted and administered by the City of Mobile's Engineering Department.

Helper and Apprentice. A person who is employed to assist in electrical installations and is not recognized as a qualified Journeyman or Master Electrician.

Historic Building. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

Journeyman Electrician. Shall mean a person who possesses the necessary qualifications, training, and technical knowledge to install electrical wiring, apparatus, or equipment for light, heat, or power, and who is qualified under the terms and provisions of this Code, and who shall be capable of doing electrical work according to the plans and specifications furnished, and in accordance with the standard rules and regulations governing wiring installations in the City of Mobile

Low Voltage Contractor. Shall mean a person licensed by the Alabama Electronics Security Board to perform electrical work of 50 volts or less for installations of sound, radio and television receiving equipment, smoke, fire, burglary and other security alarm and recordation systems, banking, photographic, merchandising, dispensing, cleaning, and other electrical and electronic systems, provided these systems are not attached to the electrical wiring system of the building or structure. A Low Voltage Contractor is eligible for a limited certificate of competency issued by the Board of Electrical Examiners.

Master Electrician. A person who possesses the necessary qualifications, training, and technical knowledge to plan, lay out, and supervise the installation of electrical wiring, apparatus or equipment for light, heat, or power, and who is qualified under the provisions of this Code with the required certificate of competency from the State of Alabama.

Qualified Person. Any person qualified under the terms and provisions of this Code to perform electrical work, including any homeowner who desires to perform electrical work on his/her premises in accordance with the terms and provisions of this Code.

Regular Licensing Period. Shall date from January 1 to March 1 each year and is the period during which licenses under this Code chapter may be acquired.

Repairs. Shall mean repairs to or replacement of wiring devices, ballasts, securing conduits, and cables, re-splicing, re-insulating, guarding, etc. Replacement of conduits, feeders, and branch circuit conductors and the relocation of receptacles, switches, and outlets shall be considered as new installations, not repairs.

Service Repairs. Shall mean repairs to the panels and metering enclosures, electrode grounding system, and to the wiring system and raceways from the main breaker or main lug to the point of connection to the utility company wire.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 1 General > Article 110 Requirements for Electrical Installations. > Part I. General. > 110.8 Wiring Methods. To be amended as follows:

110.8 Wiring Methods. Amend to read as follows:
110.8 Wiring methods. Only wiring methods recognized as suitable are included in this *Code*. The recognized methods of wiring shall be permitted to be installed in any type of building or occupancy except as otherwise provided in this *Code*. When rewiring, renovating, or upgrading a wiring system, it shall be the responsibility of the electrical contractor to remove all obsolete and abandoned equipment, wiring, and conduits, when practical.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 1 General > Article 110 Requirements for Electrical Installations. > Part II. 1000 Volts, Nominal, or Less. > 110.26 Spaces About Electrical Equipment. > 110.26(E) Dedicated Equipment Space. > 110.26(E)(1) Indoor. To be amended as follows:

(1) **Indoor**. Indoor installations shall comply with 110.26(E)(1)(a) through (E)(1)(e).

Add Paragraph 110.26(E)(1)(e) Sprinkler head shields. To read as follows:

110.26(E)(1)(e). Sprinkler head shields. All sprinkler heads installed in electrical equipment rooms must be shielded to prevent water from entering the electrical panel.

SECTION TEN: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 210 Branch Circuits > Part I. General Provisions > 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel. > 210.8(F) Outdoor Outlets. To be amended as follows:

Add Exception 2. Ground-fault circuit-interrupter protection shall not be required for listed HVAC equipment. This exception shall expire September 1, 2026.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 210 Branch Circuits > Part II. Branch-Circuit Ratings > 210.19 Conductors – Minimum Ampacity and Size. > 210.19(A) Branch Circuits Not More Than 600 Volts. > 210.19(A)(3) Household Ranges and Cooking Appliances. To be amended as follows:

Add Paragraph 210.19(A)(3)(a) Conductors- Minimum Ampacity and Size. To read as follows:
The branch circuit conductors of a range or combination cook top and oven circuit shall be sized according to manufacturer instructions or shall not be smaller than AWC#6, copper or equivalent.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 230 Services > Part II. Overhead Service Conductors. > 230.28 Service Masts as Supports. > 220.28(A) Strength. > To be amended as follows:

230.28(A) Strength. The service mast shall be of adequate strength or be supported by braces or guy wires to withstand safely the strain imposed by the service-drop or overhead service conductors. Hubs intended for use with a conduit that serves as a service mast shall be identified for use with service-entrance equipment. If a service mast is used for the attachment and support of service drop conductors, it shall consist of rigid steel conduit or equivalent, not less than two (2) inches (trade size) in diameter.

2020 NATIONAL ELECTRICAL CODE > CHAPTER 2 Wiring and Protection > Article 230 Services > Part VI. Service Equipment – Disconnecting Means > 230.70 General. > 230.70(A) Location. > 230.70(A)(1) Readily Accessible Location. To be amended as follows:

Article 230 Services > Part VI. Service Equipment – Disconnecting Means > 230.70 General. > 230.70(A) Location. > 230.70(A)(1) Readily Accessible Location. **To be amend as follows:**

230.70(A)(1) Readily Accessible Location. Except as hereinafter specified, every building or structure in which electricity is used for light, heat, or power, shall have the main service disconnect or disconnects located as nearly as practicable to an outside service entrance. This location shall be accessible to police, fire fighter, and all occupants of such building or structure.

2020 NATIONAL ELECTRICAL CODE **> CHAPTER 2 Wiring and Protection > Article 250 Grounding and Bonding > Part VI. Equipment Grounding and Equipment Grounding Conductors > 250.112 Specific Equipment Fastened in Place (Fixed) or Connected by Permanent Wiring Methods. To be amend as follows:**

250.112 Specific Equipment Fastened in Place (Fixed) or Connected by Permanent Wiring Methods.
Except as permitted in 250.112(F) and (I), exposed, normally non-current-carrying metal parts of equipment described in 250.112(A) through (K), and normally non-current-carrying metal parts of equipment and enclosures described in 250.112(L) through (N) shall be connected to an equipment grounding conductor, regardless of voltage.

Add 250.112(N) Flexible Conduits. Separate grounding conductors shall be used for all flexible conduits enclosing branch circuit conductors of electrical appliances and equipment.

<u>SECTION ELEVEN:</u> 2020 NATIONAL ELECTRICAL CODE >CHAPTER 3 Wiring Methods and Materials > Article 344 Rigid Metal Conduit: Type RMC > Part II. Installation > 344.10 Uses Permitted. > 344.10(D) Wet Locations. To be amend as follows:

344.10(D) Wet Locations. All supports, bolts, straps, screws, and so forth, shall be corrosion-resistant materials or protected against corrosion by corrosion-resistant materials. All conduits, installed in ground floor slabs, underground and on top of floors in damp and wet locations must be (PVC) non-metallic rigid conduit or galvanized (or equal) rigid steel construction.

SECTION TWELVE: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 4 Equipment for General Use. > Article 422 Appliances > Part III. Disconnecting Means > 422.31 Disconnection of Permanently Connected Appliances. 422.31(A) Rated at not over 300 Volt-Amperes or 1/8 Horsepower. To be amended as follows:

Add paragraph 422.31(A)(1) Water Heaters. To read as follows: .
422.31(A)(1) Water Heaters. A means of disconnecting an electric hot water supply system from its power supply shall be provided. A disconnect switch shall be provided in accordance with the 2020 National Electrical Code. Required electrical disconnect shall be located within 6 feet (1524mm) of the water heater, no higher than 6 feet above the floor, and with an identifying label.

SECTION THIRTEEN: 2020 ELECTRICAL CODE > CHAPTER 5 Special Occupancies > Article 590 Temporary Installations > 590.4 General. To be amended as follows:

Add 590.4(K) Adequate Load. Temporary services shall be adequate for any load that may be connected and properly identified.

SECTION FOURTEEN: 2020 NATIONAL ELECTRICAL CODE > CHAPTER 6 Special Equipment > Article 680 Swimming Pools, Fountains and Similar Installations > Part II. Permanently Installed Pools. > 680.23 Underwater Luminaries. > 680.23(A) General. > 680.23(A)(4) Voltage Limitation. To be amended as follows:

(4) Voltage Limitation. No luminaries shall be installed for operation on supply circuits over 50 volts between conductors

SECTION FIFTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:12 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:14 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:40 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

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Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
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Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A FIRE CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the **2021** Edition of the International Fire Code and Appendices B, C, and D, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022, is hereby adopted as the "Fire Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said **2021** International Fire Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes. .

ARTICLE THREE: Effective Date. The said *2021 International Fire Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed. .

ARTICLE FOUR: Contractors Criteria and Qualifications. For the purpose of this Ordinance the term 'contractor' will hereinafter refer to Fire Protection System Contractor as defined and added by ARTICLE EIGHT in SECTION 202 GENERAL DEFINITIONS. Criteria and qualifications for fire protection system contractors shall be set forth herein.

Fire Protection System Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the design, installation and/or replacement of components of fire protection systems, for which a permit is required, to be properly certified, licensed and bonded in accordance with all of the City of Mobile and State of Alabama requirements. The fire contractor shall register his name with the Community Risk Reduction Division of Mobile City Fire and Rescue Department upon application for annual permit, giving full name, residence, and place of business, and, in case of removal from one place of business to another to have made corresponding change in said application record accordingly.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every contractor and sub-contractor to provide and have on file a current license and permit bond for ten thousand dollars ($10,000.00). The bond is subject to the approval of the city legal department and shall be provided by a surety company qualified to do business in the state of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of

such person, firm, or corporation engaged in business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of said vehicles indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body and be at least one and one-quarter (1¼) inches tall. .

ARTICLE SEVEN: 2021 INTERNATIONAL FIRE CODE > Part I-Administrative > CHAPTER I SCOPE AND ADMINISTRATION > PART 1 – GENERAL PROVISIONS > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend as follows:

101.1 Title. Amend to read as follows: .

101.1 Title. These regulations shall be known as the *Fire Code* of the City of Mobile, Alabama, herein after referred to as, "this Code."

Add sub-paragraph 101.2.1.1 Adopted Appendices. .

101.2.1.1 Adopted Appendices. **The following appendices shall be adopted**:

1. Appendix B - Fire Flow Requirements for Buildings.
2. Appendix C - Fire Hydrant Locations and Distribution.
3. Appendix D - Fire Apparatus Access Roads, except for section D107 which is not adopted.
4. Appendix I – Fire Protection System – Noncompliant Conditions
5. Appendix N – Indoor Trade Shows and Exhibitions .

SECTION 102 APPLICABILITY – Amend as follows:

102.4 Application of building code. Amend to read as follows: .

Add sub-paragraph 102.4.1 Application of the property maintenance code. To read as follows:**102.4.1 Application of the property maintenance code**. The provisions of the 2021 *International Property Maintenance Code* and adopted ordinances shall apply to existing structures and premises: equipment and facilities; light, ventilation, space, heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing structures and premises.

Add sub-paragraph 102.4.2 Application of the electrical code. To read as follows: **102.4.2 Application of the electrical code**. The provisions of the *2020 National Electrical Code* and

adopted ordinances shall apply to the installation, alterations, repairs and replacement of electrical systems, including equipment, fixtures, fittings and/or appurtenances. .

Add sub-paragraph 102.4.3 Application of the mechanical code. To read as follows: **102.4.3 Application of the mechanical code**. The provisions of the *2021 International Mechanical Code* and adopted ordinances shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other related systems. .

Add sub-paragraph 102.4.4 Application of the plumbing code. To read as follows: **102.4.4 Application of the plumbing code**. The provisions of the *2021 International Plumbing Code* and adopted ordinances shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fitting and appurtenances, and were connected to a water or sewage system.

Add sub-paragraph 102.4.5 Application of the existing building code. To read as follows:**102.4.5 Application of the existing building code**. The provisions of the 2021 *International Existing Building Code* and adopted ordinances shall apply to existing structures and premises: equipment and facilities; light, ventilation, space, heating, sanitation, life and fire safety hazards.

Add sub-paragraph 102.4.6 Application of the fuel gas code. To read as follows: **102.4.6 Application of the fuel gas code**. The provisions of the 2021 *International Fuel Gas Code* and adopted ordinances shall apply to the design and installation of new and existing fuel gas systems gas fired appliances. .

SECTION 107 FEES – Amend as follows:

107.2 Schedule of permit fees. Amend to read as follows: .
107.2 Schedule of permit fees. On all buildings, structures, facilities and operations requiring a permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the Fire Code Permit Fee Schedule Ordinance as established by the City of Mobile and adopted in a separate ordinance.

Add sub-paragraph [A] 107.2 Schedule of fire code permit fees. To read as follows:
On conducting an operation or business, or installation or modification of any fire protection system and equipment which is regulated by the fire code, a permit fee for each required permit shall be paid at the time of receiving the permit. The applicable permit fees required by the city shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (see subsection (a) applicability).

Work exempt from permit. Any exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Fire code permits fees. The fees established by the city fire code must be collected at time the permit is received. A one dollar ($1.00) permit issuance fee shall be assessed to all permits issued.

Other permit fees. Where no permit fees are listed the city shall determine the required permit fee.

Operational and business permit fees. These fees are based on the operation or business conducted and the prescribed period before permit is renewed or revoked.

Operation/Business	Frequency	Criteria	Fee
Firework display, indoor	Single event		$61.00
Firework display, outdoor	Single event		121.00
Ceremonial bonfire	Single event		No fee
Amusement building	Seasonal		No fee
Aboveground fuel storage tank	Annual	60 to 1,000 gallons	91.00
Aboveground fuel storage tank	Annual	1,001 to 6,000 gallons	141.00
Aboveground fuel storage tank	Annual	6,001 to 12,000 gallons	181.00
Aboveground fuel storage tank	Annual	Above 12,000 gallons	241.00

Fire protection system contractor annual permit fee. Certified fire protection system contractors are required to hold an annual permit with the Community Risk Reduction Division. A State Fire Marshal's Certificate, City of Mobile Business License and Liability insurance in the amount of 1,000,000.00 with the City of Mobile as the certificate holder is required for the annual permit.

Contractor Specialty	Frequency	Criteria	Fee
Emergency Responder Radio Coverage	Annual	Training & FCC Certifications	$241.00
Fire alarm system contractor	Annual	State fire marshal certificate	241.00
Automatic sprinkler system	Annual	State fire marshal certificate	241.00
Kitchen hood suppression system	Annual	Training certificates	241.00
Clean agent system	Annual	Training certificates	241.00
Portable fire extinguisher	Annual	Training certificates	241.00

Fire protection system and equipment permit fee. The installation, alteration, reconstruction, or repair of any fire protection system or equipment requires a permit. These permits are computed based on the following variables.

Fire Alarm System		Add	Add
Emergency Responders Radio Coverage	$151.00		
New installation	$151.00	$1.00 per appliance/device	$25.00 per floor above 3rd
Existing 3—25 appliance/devices	101.00	N/A	N/A
Fire alarm control panel	151.00	N/A	N/A

Sprinkler System	Fee	Add	Add
New installation	$151.00	$1.00 per sprinkler head	$25.00 per floor above 3rd
Existing 3-25 heads	101.00	N/A	N/A
Fire pump	121.00	N/A	N/A
Standpipe	121.00	5.00 for each hose connection	N/A
Private fire hydrant	241.00	50.00 per additional hydrant	N/A
Underground piping	241.00	241.00 per additional riser	N/A
Alternative suppression	151.00	N/A	N/A
Sprinkler head replacement >25	151.00	$1.00 per sprinkler head	$25.00 per floor above 3rd

Plan review fees. Building Plan Review fees for all commercial structures and facilities: $170.00.

(1) This fee includes the initial submission and one (1) revision or corrected submittal (with clouded revisions).

(2) Any third or subsequent submittals on the same project shall be charged an additional eighty-five dollars ($85.00) per submission. .

(3) Other plan review fees. Where no plan review fees are listed the city shall determine the required plan review fee.

Inspection fees.

(1) Re-inspection..... $61.00

(2) After hour and weekend inspections, (4 hour minimum)..... $200.00

(3) Cooking Concessions Operations / Food Trucks Inspection……..$51.00

(4) Fire Protection Plan Review re-Submittal Fee……$61.00

Special Events Crowd Management Fees.

The event sponsor/planner shall be responsible for paying the cost for MFRD-Community Risk Reduction Division inspections and crowd management services at a rate of $35.00 per person per hour plus any additional fees incurred by the Community Risk Reduction Division. The event plan shall be forwarded to the CRR division for review at least 30 days prior to the event and the CRR division will determine the adequate amount of coverage needed and the cost of said coverage. The CRR division will provide the determined amount of coverage for the event.

Permit fee refund. The fire code official shall authorize the refunding of fees as follows:

(1) The full amount of any permit fee paid hereunder that was erroneously paid or collected. The fire code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee no later than one hundred eighty (180) days after the date of fee payment.

Failure to obtain permit $500.00

(Other penalties in accordance with chapter 1 of the Mobile City Code may also apply)

Request for information..... $61.00

Miscellaneous. There are no fire code permit fees for those items listed below. See the building code permit fee schedule ordinance, which is adopted by a separate ordinance.

(1) Certificate of occupancy (new or change or occupancy);
(2) Temporary certificate of occupancy;
(3) Construction board of appeals;
(4) Permit fee extension;
(5) A separate permit shall be required for each building or tenant unit for shell buildings;
(6) Whenever a sub-contractor is dismissed from a job;
(7) Dismissal of general contractor or homebuilder is dismissed;
(8) Adjusted valuation of all construction including [, but not limited to, cost overrun(s) and change order(s)].

107.3 Permit valuations. – Delete in its entirety**.**

Add sub-paragraph 107.3 Applicability. To read as follows:

107.3**—Applicability**. This section applies to permit fees charged by the city for compliance with the fire code adopted by the city listed herein unless otherwise exempted. Permits may be required by other departments and agencies including but not limited to the following:

City engineering;

Urban forestry;

Historic development;

Alabama Power Company;

Urban development;

Mobile Area Water & Sewer Service;

City revenue;

Mobile Gas Corporation;

Right-of-way;

Mobile County Health Department;

Traffic engineering;

107.6 Refunds. **Amend to read as follows**: .

107.6 Refunds. Fire Code permit refunds shall be issued in accordance with the policies spelled out in the "Fire Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 109 MAINTENANCE Amend as follows:

Add paragraph 109.3 Recordkeeping. To read as follows:

A record of periodic inspections, tests, servicing and other operations and maintenance shall be maintained on the premises or other approved location for not less than 3 years, or a different period of time where specified in this code or referenced standards. Records shall be made available for inspection by the fire code official, and a copy of the records shall be provided through the **Mobile Eyes Contractor Portal.**

Residential Group R-1 and R-2. Residential Group R-1 and R-2, (Apartments, Hotels and Motels, non-transient and transient residential occupancies) property owners shall submit a quarterly report via **Mobile Eyes Contractor Portal**, to include smoke alarm operational condition, clothes dryer vent cleaning and fire extinguisher inspections. Fire hydrant annual testing shall be conducted by a fire sprinkler contractor and included in the report.

The fire code official is authorized to prescribe the form and format of such recordkeeping. The fire code official is authorized to require that certain required records be filed with the fire code official.

SECTION 111 MEANS OF APPEALS - Delete in its entirety.

Add SECTION 111 BOARD OF APPEALS. To read as follows:

SECTION 111 BOARD OF APPEALS

Add paragraph 111.1 Construction Board of Appeals. To read as follows:

111.1 Construction Board of Appeals. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 112 VIOLATIONS > Amend as follows:

112.4 Violation penalties. Amend to read as follows:
112.4 Violation penalties. Persons who shall violate a provision of the *2021 International Fire Code* (IFC), as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install and/or replace components of fire protection systems in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of ARTICLE FOUR: Contractors Criteria and Qualifications, of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of ARTICLE SEVEN: Vehicular Signs, of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ARTICLE EIGHT: 2021 INTERNATIONAL FIRE CODE > CHAPTER 2 DEFINITIONS > Amend as follows:

SECTION 202 GENERAL DEFINITIONS > Amend to read as follows:

FIRE PROTECTION SYSTEM CONTRACTOR - Contractors approved and holding an annual permit issued through the Community Risk Reduction Division of the City of Mobile Fire and Rescue Department meeting the requirements of Section 901 Fire Protection Systems and the State of Alabama.

HISTORIC BUILDINGS - Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is

eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

OCCUPANCY CLASSIFICATION > Group R. Residential – Amend to read as follows:

Single Family Residence. Buildings that do not contain more than two dwelling units, detached from other structures and occupied by a single, blood or marriage related, family unit**.**

ARTICLE NINE: 2021 INTERNATIONAL FIRE CODE > Part II – General Safety Provisions > CHAPTER 3 GENERAL REQUIREMENTS > SECTION 308 OPEN FLAMES > 308.1 General. Amend as follows: .

308.1.4 Open flame cooking devices. **Amend to read as follows**: .
308.1.4 Open flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on balconies or within 10 feet of combustible construction. The management of multi-family residential occupancies which have balconies, decks, or patios shall notify their tenants in writing of the prohibitions of open flame cooking devices on balconies as outlined in 308.1.4 of the fire code when the tenant or occupant initially occupies the building and periodically thereafter as may be necessary to ensure compliance. .

308.1.4 Open flame cooking devices. **Exceptions: Amend as follows**: .
Exceptions 2: Delete in its entirety.

Exceptions 3: Delete in its entirety.

ARTICLE TEN: 2021 INTERNATIONAL FIRE CODE > Part III – Building and Equipment Design Features > CHAPTER 5 FIRE SERVICE FEATURES > Amend as follows:

SECTION 503 FIRE APPARATUS ACCESS ROADS - Amend to read as follows:

503.6 Security Gates.
Installation of security gates across a fire apparatus road shall utilize a Knox Box, Knox electric gate system or Knox Pad-lock for rapid fire department entry into gated premises for new and existing access roads.

SECTION 506 KEY BOXES – **Amend to read as follows**: .

506.1 Where required. **To read as follows**: .
506.1 Where required. All buildings with a fire alarm and/or a fire protection system will require an approved Knox key box for rapid fire department entry into the building. Entry keys/cards to all parts of the building are required to be placed in the key box and shall be maintained in accordance to 506.2. and a Knox elevator key boxe shall be required for fire service keys and tools for new and existing elevators.

SECTION 507 FIRE PROTECTION WATER SUPPLIES > 507.5 Fire Hydrant Systems. > 507.5.1 Where required. > Amend as follows: .

507.5.1.1 Hydrant for standpipe systems. **Amend to read as follows**: .
507.5.1.1 Hydrant for automatic sprinkler systems and standpipe systems. Buildings equipped with an automatic sprinkler system or standpipe system shall have a fire hydrant located within 100 feet of the fire department connections.

ARTICLE ELEVEN: 2021 INTERNATIONAL FIRE CODE > CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS > **Amend as follows**: .

SECTION 901 GENERAL > 901.2 Construction documents. - Amend as follows: .
Add sub-paragraph 901.2.2 Professional certification requirements. **To read as follows**: .
901.2.2 Professional certification requirements. All Fire Protection System Contractors shall obtain an annual permitted through the Community Risk Reduction Office. The certifications required for the annual permit can be found on our website, www.cityofmobile.org/fire/divisions/community-risk-reduction, under documents. The fire protection system permit requirements do not relieve the permitted of additional qualifications and permits required from other adopted codes and ordinances.

901.9 Termination of monitoring service. **Amend to read as follows**: .
901.9 Termination of monitoring service. For fire alarm systems required to be monitored by this code, notice shall be given to the fire code official whenever alarm monitoring services are terminated. The owner or owner designated representative shall be responsible for sending a notice of termination of service in writing attached to an email sent to the following email address.

To: firebureau@cityofmobile.org

Subject: Termination of Monitoring

SECTION 903 AUTOMATIC SPRINKLER SYSTEMS > 903.2 Where required. > 903.2.10 Group S-2 parking garages. **–Amend as follows:** .

903.2.10.1 Commercial Parking Garages. **Amend to read as follows**:

An automatic sprinkler system shall be provided throughout buildings used for the storage of commercial motor vehicles, RVs and Boats with a fuel capacity greater than 25 gallons, where the fire area exceeds 5000 square feet.

Section 903.4 Sprinkler system supervision and alarms. Amend to read as follows:

903.4 Sprinkler system supervision and alarms. Valves controlling water supply for automatic sprinkler systems, pumps, tanks, water levels and temperature, critical air pressures and waterflows switches on all sprinkler systems, **new and existing,** shall be electrically supervised by a listed fire alarm control unit.

SECTION 904 ALTERNATIVE AUTOMATIC FIRE EXTINGUISHING SYSTEMS –Amend as follows:

904.13 Commercial cooking systems. **Amend as follows**:

Sub-paragraph 5. Delete in its entirety**.**

SECTION 912 FIRE DEPARTMENT CONNECTIONS – 912.4 Access. –**Amend as follows**:

912.4.1 Locking fire department connection caps. **Amend to read as follows**:
912.4.1 Locking fire department connection caps. Locking caps are required on fire department connections for water-based fire protection systems unless the connection is located inside a security guard-maintained, fenced facility and the fire code official has approved the site. .

912.6 Backflow protection. Amend to read as follows: .
912.6 Backflow protection. The potable water supply to fire protection systems shall be protected against backflow as required by the International Fire Code and the Mobile Area Water and Sewer Service. Backflow preventers shall be protected from freezing by being insulated if outdoors or installed in a climate-controlled environment if indoors.

SECTION 913 FIRE PUMPS–Amend as follows:

913.2 Protection against interruption of service. Amend to read as follows: .
913.2 Protection against interruption of service. As required by the Authority Having Jurisdiction, occupancies where life safety is at risk such as residential, institutional and other occupancies that will remain occupied without electrical power. An emergency generator shall be required as an alternate source of power.

ARTICLE TWELVE: 2021 INTERNATIONAL FIRE CODE > Part V-Hazardous Materials > CHAPTER 50 HAZARDOUS MATERIALS-GENERAL PROVISIONS > SECTION 5001

GENERAL > 5001.1 Scope. > **Amend as follows**: .

5001.1.1 Waiver. **Amend to read as follows**: .
5001.1.1 Waiver. The provisions of this chapter and any other chapter are waived when the fire code official determines that such enforcement is preempted by other codes, statutes or ordinances.

ARTICLE THIRTEEN: 2021 INTERNATIONAL FIRE CODE > Part VI-Referenced Standards > CHAPTER 80 REFERENCED STANDARDS > **Amend as follows**:

Referenced Standards: Where National Fire Protection Association (NFPA) and other Standards are referenced by the 2021 *International Fire Code*, the most current edition of that standard shall be adhered to. .

SECTION FOURTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 12:59 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:03 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:40 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
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- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A HOUSING CODE FOR THE CITY OF MOBILE

Sponsored by: Mayor Stimpson

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

Chapter 28 - HOUSING

ARTICLE ONE: HOUSING CODE

SECTION 28-1 ADOPTED -To be amended as follows:

SECTION 28-1 ADOPTED - Delete in its entirety.

SECTION 28-1 That, pursuant to Alabama Code Section 11-45-8 (1975), the Housing Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as "The Housing Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: IN GENERAL

SECTION 28-10—28-19. RESERVED.

ARTICLE THREE: DISCRIMINATION IN HOUSING

SECTION 28-20 PENALTY.

The violation of this article shall be punishable as prescribed in chapter 1, article II, City Code (1991). Each day that any violation of this article shall continue shall constitute a separate offense.

(Ord. No. 28-104, § 4, 9-23-80)

SECTION 28-21 DEFINITIONS.

Words used in this article shall have their customary meanings as determined by the standard dictionary definition, except for purposes of this article the following specific words and phrases shall have the following meanings:

Age means a person forty (40) years of age or older.

Familial status shall have the meaning and definition found in the Alabama Fair Housing Law, section 24-8-3 of the Code of Alabama.

Gender identity or expression means having or being perceived as having gender-related identity, appearance, expression, or behavior, whether or not that identity, appearance, expression, or behavior is different from that traditionally associated with the person's actual or perceived sex.

Handicap shall have the meaning and definition found in the Alabama Fair Housing Law, section 24-8-3 of the Code of Alabama.

Real estate broker means any person, firm, partnership, or corporation licensed to sell, rent or lease real estate for residential or commercial purposes as a broker, qualifying broker or associate broker under title 34, chapter 27 of the Code of Alabama.

Real estate salesperson means any person, firm, partnership, or corporation licensed to sell, rent or lease real estate for residential or commercial purposes as a real estate salesperson under title 34, chapter 27 of the Code of Alabama.

Sexual orientation means a person's actual or perceived homosexuality, bisexuality, or heterosexuality, by orientation or practice, by and between consenting adults.

(Ord. No. 28-104, § 3, 9-23-80; Ord. No. 28-090-2015 , § 1, 12-1-15)

SECTION 28-22. UNFAIR HOUSING PRACTICES.

It shall be an unfair housing practice and an offense for any real estate broker or real estate salesperson:

(1) To make any distinction, discrimination or restriction against any person in price, terms, conditions or privileges of any kind relating to the sale, rental, lease or occupancy of any real estate used for residential or commercial purposes in the city, or in furnishing of any facilities or services in connection therewith predicated solely upon race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of the prospective or actual buyer or tenant thereof.

(2) To publish, circulate, issue or display or cause to be published, circulated, issued or displayed, any communication, notice, advertisement, sign or writing of any kind relating to the sale, rental or leasing of any residential or commercial real property within the city which would indicate or express any limitation or discrimination in the sale, rental or leasing of such residential or commercial real estate predicated solely upon the race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of any such prospective buyer, lessee or renter of such property.

(3) To refuse to sell, lease or rent real estate for residential or commercial purposes within the city solely because of the race sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of the proposed buyer or renter.

(4) To discriminate or to participate in discrimination in connection with borrowing or lending money, guaranteeing loans, accepting mortgages or otherwise obtaining or making available funds for the purchase, acquisition, construction, rehabilitation, repair or maintenance of any residential or commercial housing unit or housing

accommodation of the city solely because of the race, sex, religion, color, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of such person.

(5) To cheat, exploit or overcharge any person for residential or commercial housing accommodation purposes in the city solely because of the race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of such person.

(6) To solicit for sale, lease or listing for sale or lease any residential or commercial real estate within the city solely on the ground of loss of value due to the present or prospective entry into any neighborhood of any person or persons of any particular race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation.

(7) To distribute or cause to be distributed written material or statements designed to induce any owner of residential or commercial real estate in the city to sell or lease his property solely because of any present or prospective change in the race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation of persons in the neighborhood.

(8) To deliberately and knowingly refuse examination of any leasing of residential or commercial real estate within the city to any person solely because of race, sex, color, religion, national origin, ancestry, familial status, handicap, age, military status, ethnicity, marital status, gender identity or expression, or sexual orientation.

(Ord. No. 28-104, § 1, 9-23-80; Ord. No. 28-090-2015 , § 2, 12-1-15)

SECTION 28-23. COMPLIANCE BY OUT OF TOWN BROKERS.

Any real estate broker not licensed by the city who shall exercise any function of a real estate broker within the city shall be deemed a broker hereunder and subject to all applicable provisions hereof.

(Ord. No. 28-104, § 2, 9-23-80)

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:09 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:15 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT AN EXISTING BUILDING CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Existing Building Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022 is hereby adopted as the "Existing Building Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Existing Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *2021 International Existing Building Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein**.** For the purpose of this ordinance the term contractor will hereinafter refer to (Building) Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Building Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses that perform work that exceeds $50,000 are required to be a general contractor or subcontractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

Electrical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses who install, alter or modify all or part of an electrical system shall furnish proof that they are a licensed and Bonded Electrical Contractor in accordance with the City of Mobile Board of Electrical Examiners and the statutory requirements of the State of Alabama Board of Electrical Contractors. Where any electrical work is being undertaken, a Master or Journeyman Electrician shall be present at the job site and in actual control and in charge of the work being performed.

Mechanical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses who install all or part of a heating ventilation and air conditioning (HVAC) system shall furnish proof that they are licensed, registered and hold an active certification with the Alabama State Board of Heating and Air Conditioning Contractors in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

Plumbing Contractor's Responsibilities. Before any person, firm, or corporation shall engage in the plumbing business, he/she shall be qualified as set forth herein, and a license shall be obtained from the City, County, or State as required, and a proper bond posted.
Where any plumbing work is being done, a Master Plumber or Journeyman Plumber shall at all times be present on the job and in actual control and in charge of the work being done. All plumbers shall certified by the State of Alabama and Master Plumbers must be duly registered with the State of Alabama. An Alabama certified Master Plumber or Journeyman Plumber must be present at the time of the inspection for any below ground or concealed space areas. For all other inspections, their presence is not required.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation or repair of building, electrical, mechanical and plumbing systems for which a permit is required and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his name in a book provided for that purpose, with the applicable code official, giving full name, residence, and place of business, and, in case of removal from one place to another to have made corresponding change in said register accordingly.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder, contractor and sub-contractor to provide and have on file a current license and permit bond for $10,000 in accordance with the City of Mobile and State of Alabama Requirements. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the plumbing business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this code, a property owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested, and execution of a Building Affidavit. Owner competence can be initially demonstrated by satisfactory performance on an in-house builder's knowledge test at the Permitting Department. Any individual other than the property owner doing the work on a property is considered a contractor and shall meet

the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspection criteria, for property owner permit holders, shall be the same as for contractors in SECTION 109 INSPECTIONS.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors shall have signs on the body on both sides of body, including the full name, address and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 1 ½" high, identifying the firm's name.

ARTICLE EIGHT: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 1 SCOPE AND ADMINISTRATION Part 1-SCOPE AND APPLICATION Amend to read as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS:
101.1 Title. These regulations shall be known as the *Existing Building Code* of the City of Mobile, Alabama, herein after referred to as, "this code."

101.2 Scope. Amend Exception to read as follows: 101.2 Scope. Exception:

Exception. Historical Structures: Building official at his discretion may, after structural report, and as a condition for acceptance of the structural engineer of record's findings, stipulate that the permit holder agree to a peer review of the findings. The peer reviewer, as well as the structural engineer of record, may incorporate any and all reasonable justifications for acceptance of the existing structure without major modification. These justifications may include, but not be limited to, historical performance, in-situ testing, and testimony. Acceptable substantiation of opinions shall include drawings, calculations, test reports, and other relevant documentation.

The peer reviewer shall submit a report to the building official identifying significant deficiencies in the structural system of the building and suggest the possible remedial measures. Where remediation is not a reasonable option, the peer reviewer shall provide an opinion as to the severity of the structural deficiency and its impact on life safety.

The opinions of the peer reviewer shall be considered advisory and shall not in any way be considered binding on the building official or the permit holder. The building official shall retain any and all powers granted by this code and the hiring of a peer reviewer by the permit holder does not constitute abdication of the right to appeal as granted in this code.

The peer reviewer shall be a licensed engineer in the State of Alabama, qualified by education and experience to practice structural engineering.

Selection of the peer reviewer shall be by the permit holder from an approved list provided by the building official. All costs associated with the hiring of the peer reviewer shall be borne by the permit holder and shall be in accordance with procedures set forth by the building official.

101.6 Appendices. – Amend to read as follows:
101.6 Appendices. The Building Official is authorized to require retrofit of buildings, structures or individual structural members in accordance with the appendices of this Code if such appendices have been individually adopted. Provisions in the appendices shall not apply unless specifically adopted.

Add sub-paragraph 101.6.1 Adopted Appendices. To read as follows:
101.6.1 Adopted Appendices. The following appendices shall be adopted:

Appendix A – Guidelines for the Seismic Retrofit of Existing Buildings.
Appendix B – Supplementary Accessibility Requirements for Existing Buildings and Facilities
Appendix C – Guidelines for the Wind Retrofit of Existing Buildings

SECTION 102 APPLICABILITY 102.4 Referenced codes and standards. 102.4.2 Conflicting provisions. Amend as follows:

Add Paragraph 102.4.2.1 Energy Conservation. To read as follows:
102.4.2.1 Energy Conservation. Where referenced, the *International Energy Conservation Code* shall be the energy code adopted and enforced by the State of Alabama.

Add sub-paragraph 102.4.2.2 Mechanical. To read as follows:
102.4.2.2 Mechanical. Where applicable, the provisions of the ***2021*** *International Mechanical Code*, and adopted ordinances, shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Add sub-paragraph 102.4.2.3 Plumbing. To read as follows:
102.4.2.3 Plumbing. Where applicable, the provisions of the ***2021*** *International Plumbing Code*, and adopted ordinances, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system.

Add sub-paragraph 102.4.2.4 Property Maintenance. To read as follows:

102.4.2.4 Property Maintenance. Where applicable, the provisions of the ***2021*** *International Property Maintenance Code*, and adopted ordinances, shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Add sub-paragraph 102.4.2.5 Application of the Fire Code. To read as follows:
102.4.2.5 Application of the Fire Code. The provisions of the *2021 International Fire Code*, and adopted ordinances, shall apply to the design and construction of new and existing structures and premises, and any alterations, additions, changes in use or changes in structures or premises required by this code.

Add sub-paragraph 102.4.2.6 Building. To read as follows:
102.4.2.6 Building. Where applicable, the provisions of the ***2021*** *International Building Code*, and adopted ordinances, shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Add sub-paragraph 102.4.2.7 Electrical. To read as follows:
102.4.2.7 Electrical. Where applicable, the provisions of the ***2020*** *National Electrical Code*, and adopted ordinances, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

Add sub-paragraph 102.4.2.8 Fuel Gas. To read as follows:
102.4.2.8 Fuel Gas Code. Where applicable, the provisions of the ***2021*** *International Fuel Gas Code*, and adopted ordinances, shall apply to the installation, alteration, repair and replacement of fuel gas piping systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a fuel gas system.

Part 2-ADMINISTRATION AND ENFORCEMENT Amend to read as follows:

SECTION 104 DUTIES AND POWERS OF CODE OFFICIAL
Sub-paragraph 104.10.1 Flood hazard areas. Amend to read as follows:

104.10.1 Flood Hazard Areas. For *existing buildings* located in *flood hazard areas* for which *repairs, alterations and additions* constitute *substantial improvement*, the code official shall not grant modifications to provisions related to flood resistance unless in accordance with the adopted "*Storm Water Management and Flood Control* Ordinance" which procedure is administered and enforced by the City of Mobile Engineering Department.

SECTION 105 PERMITS
105.1.1 Annual permit. Delete in its entirety.

105.1.2 Annual permit records. Delete in its entirety.

105.2 Work exempt from permit. Amend to read as follows:

Building:
Delete subparagraph 5 in its entirety.

105.3 Application for permit. Add sub-paragraphs 8 and 9. To read as follows:

8. Applicant must provide proper identification.
9. Applicant must verify ownership of property.

SECTION 106 CONSTRUCTION DOCUMENTS 106.2.1 Construction documents. Amend to read as follows:

Add sub-paragraph 106.2.1.1 Letter of supervision. To read as follows:
106.2.1.1 Letter of Supervision. The registered design professional shall provide the code official a letter stating that he/she is the design professional in charge on each project and is responsible for construction administration.

Add sub-paragraph 106.2.1.2 Certificate of Substantial Completion. To read as follows:
106.2.1.2 Certificate of Substantial Completion. Upon completion of construction for each project and prior to the use of a building or portion thereof, the registered design professional shall submit a letter or certificate of substantial completion.

SECTION 108 FEES:

108.2 Schedule of permit fees. Amend to read as follows:
108.2 Schedule of permit fees. On building, electrical, mechanical, and plumbing systems or *alterations* requiring a permit, a fee for each permit shall be paid as required in accordance with the "Building Codes Permit Fee Schedule Ordinance" adopted by separate ordinance.

108.6 Refunds. Amend to read as follows:
108.6 Refunds – Building permit refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 112 MEANS OF APPEALS Delete in its entirety.

Add SECTION 112 BOARD OF APPEALS

112.1 General. To read as follows:

112.1 General. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 113 VIOLATIONS 113.4 Violation Penalties. To be amended as follows:

113.4 Violation penalties. Amend to read as follows:

113.4 Violation penalties. Persons who shall violate a provision of the *2021 International Existing Building Code* (IEBC), as amended, or shall fail to comply with any of the requirements thereof or who shall construct, enlarge, alter repair, move, demolish or change the occupancy of a structure in violation of the approved construction documents or directive of the Code Official or of a permit or certificate issued under the provisions of this Code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION 115 UNSAFE STRUCTURES AND EQUIPMENT 115.3 Notices - Amend to read as follows:

Add sub-paragraph 115.3.1 Unsafe Structures and Equipment. To read as follows:

115.3.1 Procedures. Unsafe Structures and Equipment. All buildings or structures which are unsafe, unsanitary, or not provided with adequate egress or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, are severally in

contempt of this Section, Unsafe Structures and Equipment. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedures:

1. Whenever the code official shall find any building or structure or portion thereof to be unsafe, as defined in this Section, he/she shall, in accordance with established procedure for legal notice, as required by Alabama Code Section 11-53B-1 enacted on April 17, 2002, and Mobile City Code Section 11-81, Article 5, adopted November 26, 2002, or SECTION 115.3 of this Ordinance, give the mortgagee(s), regulatory boards, the person last assessing the property for state taxes, and the owner, agent, or person in control of such building or structure written notice setting forth the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements or to demolish and remove the building or structure or portion thereof.

2. If necessary, such notice shall also require the building, structure, or portion thereof to be vacated forthwith and not re-occupied until the specified repairs and improvements are completed, inspected and approved by the code official. The code official shall cause to be posted at each entrance to such building a notice stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE CODE OFFICIAL. Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or their agents, or other servants, to remove such notice without written permission of the code official, or for any person to enter the building except for the purpose of making the required repairs or of demolishing same.

3. The mortgagee(s), regulatory boards, last person assessing for state taxation, and if other than those listed, the owner, agent or person in control shall have the right, except in cases of emergency, to appeal from the decision of the code official, as provided thereinafter, and to appear before the Environmental Court at a specified time and place to show cause why he should not comply with said notice.

4. In case the mortgagee(s), regulatory boards, last person assessing for state taxation, and the owner, agent or person in control cannot be found within the stated time limit, or if such owner, agent or person in control shall fail, neglect or refuse to comply with notice to repair, rehabilitate or to demolish and remove said building or structure or portion thereof, the code official, after having ascertained the cost, shall cause such building or structure or portion thereof, to be secured or required to remain vacant in accordance with SECTION 115 and/or demolished in accord with Alabama Code section 11-53B-1 enacted on April 17, 2002, and Mobile City Code Section 11-81, Article 5, adopted November 26, 2002.

5. The decision of the code official shall be final in cases of emergency which, in his/her opinion, involve imminent danger to human life or health. He shall promptly cause such

building, structure or portion thereof to be made safe or cause its removal. For this purpose he may at once enter such structure or land on which it stands, or abutting land or structure, with assistance and at such cost as he may deem necessary. He may order the vacation of adjacent structures and if necessary for this purpose may, close a public or private way.

6. Costs included under Mobile City Code Section 11-81, Article 5, adopted November 26, 2002, shall be charged to the owner of the premises involved and shall be collected in the manner provided by law.

7. The provisions of this code shall not be held to deprive any Federal or State agency, or any applicable governing authority having jurisdiction, of any power or authority.

ARTICLE NINE: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 2 DEFINITIONS Section 202 General Definitions Amend to read as follows:

THE FOLLOWING DEFINITIONS: Amend to read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ADD THE FOLLOWING DEFINITION:

CONTRACTOR. One who, for a price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, enlargement, alteration, maintenance, repair, move, rehabilitation, remediation, reclamation, demolish of a structure or swimming pool.

PEER REVIEW. An alternative assessment for prescriptive code requirements that is performed by a registered or licensed design professional who is independent from the design professional of record.

ARTICLE TEN: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 3 PROVISIONS FOR ALL COMPLIANCE METHODS SECTION 302 GENERAL PROVISIONS Amend to read as follows:

302.2 Additional codes. Amend to read as follows:

302.2 Additional codes. *Alterations, repairs, additions* and *changes of occupancy* to, relocation of, *existing buildings* and structures shall comply with the provisions for *alterations, repairs, additions* and *changes of occupancy* or relocation, respectively, in this code and the *International Energy Conservation Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code, National Electrical Code, International Fuel Gas Code and International Building Code*. Where the provisions of other codes conflict with provisions of this code, the provisions of this code shall take precedence.

ARTICLE ELEVEN: 2021 INTERNATIONAL EXISTING BUILDING CODE CHAPTER 13 PERFORMANCE COMPLIANCE METHODS SECTION 1301 GENERAL Amend to read as follows:

1301.2 Applicability. Amend to read as follows:

1301.2 Applicability. Structures existing prior to the effective enforcement date of this code, in which there is work involving *additions, alterations or changes of occupancy* shall be made to conform to the requirements of this chapter or provisions of Chapters 5 through 13. The provisions of Sections 1301.2.1 through 1301.2.6 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

ARTICLE TWELVE: SEPARATION CLAUSE

If any section, sub-section, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 12:51 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:05 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:42 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ESTABLISH A SCHEDULE OF PERMIT FEES FOR THE CITY OF MOBILE'S BUILDING CODES

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: TITLE. That, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022**,** is known as the "Building Codes Permit Fee Schedule Ordinance" and hereby adopted.

ARTICLE TWO: APPLICABILITY. This Ordinance applies to permit fees charged by the City of Mobile for building construction trades in compliance with the Building, Electrical, Gas, Mechanical, Plumbing, and Residential Codes adopted by the City of Mobile listed herein unless otherwise exempted.

Permits may be required by other departments and agencies including but not limited to the following:

City Engineering
Historic Development
Planning & Zoning
City Revenue
Right-Of-Way
Traffic Engineering
Urban Forestry
Mobile Fire Department
Alabama Power Company
Mobile Area Water & Sewer Service
Local Gas Provider
Mobile County Health Department

ARTICLE THREE: PUBLISHED ORDINANCE. A copy of this ordinance shall be published pursuant and according to law, after its adoption, and this ordinance shall be recorded in the said Minutes of this Council.

ARTICLE FOUR: EFFECTIVE DATE. The said Ordinance shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FIVE: SEPARATION CLAUSE. If any article, section, sentence, clause or phrases of this ordinance is for any reason held to be invalid or unconstitutional by declaration of any court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE SIX: VIOLATION PENALTIES. Any person who violates a provision of this ordinance or fails to comply with any of the requirements thereof shall be subject to penalties in accordance with Chapter 1 of the Mobile City Code.

ARTICLE SEVEN: SCHEDULE OF BUILDING PERMIT FEES. On modifications, alterations, or repairs on any building or structure, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be

determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Building permits shall not be required for the following:

1. Playhouses and similar uses provided the floor area does not exceed 120 square feet (11.15m2).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
6. Painting, papering, tiling, carpeting and similar finish work that are not part of a construction project where a permit is required.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
9. Swings and other playground equipment accessory to one- and two-family dwellings.
10. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

B. Building Permit Fee. The value of a permit shall be determined by the building valuation data published set forth in Tables 1 (residential construction) and Table 2 (commercial construction). The building construction valuation data shall be evaluated yearly and adjusted as deemed necessary by the City of Mobile. Building permit fees shall be in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and

subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. Minimum permit fee $25.00

2. $0 to $1,000 No Fee
(No inspection is required)

3. $0 to $1,000 $25.00
(When inspection required)

4. New construction & additions (Includes building, electrical, plumbing, gas & mechanical permit fees)

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

5. Alterations, renovations, repairs, etc. (Building permit fee only & a contract is required, see applicable trade articles for other fees. In the absence of a contract, the latest building construction valuation from the International Code Council will be used).

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

6. Plan Review Fees (Include all building trades)
   Residential No Fee 1st Re-submittal $50.00
   2nd Re-submittal $100.00
   3rd Re-submittal $200.00
   4th Re-submittal and above $500.00

   Commercial $100.00
   1st Re- submittal $200.00
   2nd Re-submittal $500.00
   3rd Re-submittal $1,000.00
   4th Re-submittal & above $2,000.00

7. Duplicate Permit Fee.
   Residential $10.00
   Commercial $20.00

8. Request for Information – $20.00
(Minimum fee includes up to 40 pages)
Each additional copy exceeding 40 pages. $0.25 **TABLE 1 – RESIDENTIAL**

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
R-3 Residential, 1 & 2 Family	$86.00
U Utility, miscellaneous	$33.00

TABLE 2 – COMMERCIAL

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
A-1 Assembly, theater w/stage	Contract or notarized documentation
A-1 Assembly, theater, w/o stage	Contract or notarized documentation
A-2 Assembly, night clubs	Contract or notarized documentation
A-2 Assembly, restaurants, bars, banquet halls	Contract or notarized documentation
A-3 Assembly, churches	Contract or notarized documentation
A-3 Assembly, general, community halls, libraries, museums	Contract or notarized documentation
A-4 Assembly, arenas	Contract or notarized documentation
B-1 Business	Contract or notarized documentation
E Educational	Contract or notarized documentation
F-1 Factory & Industrial, moderate hazard	Contract or notarized documentation
F-2 Factory & industrial, low hazard	Contract or notarized documentation
H-1 High Hazard, explosives	Contract or notarized documentation
H-2, H-3, H-4 High Hazard	Contract or notarized documentation
H-5 HPM	Contract or notarized documentation
I-1 Institutional, supervised environment	Contract or notarized documentation
I-2 Institutional, incapacitated	Contract or notarized documentation
I-3 Institutional, restrained	Contract or notarized documentation
I-4 Institutional, day care facilities	Contract or notarized documentation
M Mercantile	Contract or notarized documentation
R-1 Residential hotels	Contract or notarized documentation
R-2 Residential, multiple family	Contract or notarized documentation
R-3 Residential, 1 & 2 Family	See Table 1
R-4 Residential, care, assisted living facilities	Contract or notarized documentation
S-1 Storage, moderate hazard	Contract or notarized documentation
S-2 Storage, low hazard	Contract or notarized documentation
U Utility, miscellaneous	Contract or notarized documentation

9. Certificate of Final Inspection Fee (For certifying permitted work in building trades for existing construction)

Residential	$50.00
Commercial	$100.00

10. Minimum Housing Inspection Fee (building only) $20.00

11. Certificate of Occupancy

New building or change of occupancy (work to be performed & permit issued)	No Fee
Change of Occupancy (No work to be performed & no permit issued)	$100.00

12. Temporary Certificate of Occupancy $100.00

13. Re-inspection Fees

1st Re-inspection requested	$50.00
2nd Re-inspection requested	$75.00
3rd Re-inspection requested & above	$100.00

14. Weekend and after hour inspections (Maximum 4 hours) $200.00

15. Construction Board of Appeals (Each request) $500.00

16. Pre-Moving Fee (all building trades) $50.00

17. Moving Fee (all building trades) $50.00

18. Fence and Wall Fee (Construction of all fences or walls)

No inspections required	$5.00
Inspection required	$25.00

19. Demolition Fee

Building or structure	
Commercial	$100.00
Residential	$50.00
Interior	
Commercial	$50.00
Residential	$25.00

20. Mobile Home or Modular Building Fee (building only) $50.00

21. Swimming Pool Fee

Residential	$100.00
Commercial	$250.00

22. Re-roofing Fee

Residential $125.00 per square	$5.00 per $1000 valuation
Commercial $150.00 per square	$5.00 per $1000 valuation

23. Failure to Obtain Permit
(Other penalties in accordance with Article 1 Of
the Mobile City Code may also apply)

1st Offense	2 times required permit fee
2nd Offense	3 times required permit fee
3rd Offense	4 times required permit fee
4th Offense	5 times required permit fee

24. Permit fee extension — 25% of permit fee paid

25. Other Permit Fees - Where no permit fees are listed the City of Mobile shall determine the required permit fee.

26. 3% of all permit fees shall be designated for training, education and equipment for the department.

27. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Building portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE EIGHT: SCHEDULE OF ELECTRICAL PERMIT FEES. On electrical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Electrical permits shall not be required for the following:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations**:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but does apply to equipment and wiring for power supply, the installations of towers and antennas.
3. Temporary testing systems**:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

B. Electrical Permit Fee. On all electrical installations requiring an electrical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, additions or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

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1.	New buildings or additions	Included in the building permit fee
2.	Minimum Permit Fee	$10.00
3.	Main Service and Service Repairs	
	200-ampere switch or less	$15.00
	400 ampere switch	$20.00
	600 ampere switch	$25.00
	800 ampere switch	$30.00
	1200 ampere switch	$35.00
	1600-ampere switch.	$40.00
	2000 ampere switch	$50.00
4.	Sub Panels (additional)	$5.00
5.	Temporary Service	$15.00
6.	Repairs to Outlets or Fixtures	$15.00
7.	Temporary Connection	

of permanent service $10.00

8. New Outlets:

01 - 03	$5.00
04 - 10	$7.00
11 - 15	$10.00
16 - 24	$15.00
25 - 50	$20.00
51 - 75	$30.00
76 - 100	$40.00
100 - 150	$50.00
200 and above	$50.00 plus $0.30/outlet over 200

9. Fixtures, Fluorescent Light Ballasts, and Smoke Detectors:

01 – 10	$7.00
11 – 20	$9.00
21 – 30	$11.00
31 – 40	$13.00
41 - 50	$15.00
51 – 60	$18.00
61 – 70	$20.00
71 – 80	$22.00
81 – 90	$25.00
91 – 100	$30.00
100 and above	$30.00 plus $0.30/outlet over 100

10. Ceiling fans $1.00

11. Motor Inspection Fees:

Fractional to 1 HP	$5.00
1 1/2 to 3 HP	$6.00
4 to 10 HP	$8.75
11 to 20 HP	$11.50
21 to 30 HP	$13.75
31 to 50 HP	$15.50
51 to 100 HP	$17.50
100 HP and above	$17.50 plus $0.20/hp over 100

12. Each Generator – Use motor schedule above and add $2.00.

Other current consuming devices to be charged for as motors.
(Multiply amperes by voltage and reduce to horsepower by dividing 746 watts).

Generators (including $2.00 Fee)
5kw 10.75

10kw	13.50
15kw	15.75
20kw	17.50
45kw	19.50

13. Electric Signs:

Sign connection fee	$15.00
Sign shop fee	$10.00

(Transformer or ballast incandescent lamps to be charged according to motor schedule.)

14. Heating:

0.0 kw to 7.9 kw	$5.00
8.0 kw to 14.9 kw	$8.00
15.0 kw to 22.9 kw	$10.00
23.0 kw to 37.9 kw	$15.00
38.0 kw to 74.9 kw	$20.00

15. Air Conditioners:

Window air conditioners and central units to 4 tons	$12.00
Over 4 tons	$1.00 per ton

16. Re-locate Air Conditioner Fee — Same as above

17. Repairs — $15.00

18. Appliances:

Welding Machine Receptacle	$10.00
Range	$6.00
Dryer	$5.00
Water Heater	$5.00

19. Special Systems:

Non-Residential and Commercial	$25.00
Residential	$15.00

20. Six Month Investigation Fee — $20.00

21. Pool Fee:

1 HP Motor, 1-4 outlets, Pool Bond	$25.00

22. Transformers (1 kw or over**)** — $15.00

23. Direct burial cable, conduit and

Miscellaneous trench inspections	$15.00
24. Plan Review Fees	See Article Seven
25. Duplicate Permit Fee	See Article Seven
26. Request For Information	See Article Seven
27. Certificate of Final Inspection Fee - Residential	See Article Seven
28. Certificate of Final Inspection Fee - Commercial	See Article Seven

29. Minimum Housing Inspection Fee $20.00

30. Re-inspection Fees See Article Seven

31. Weekend and emergency inspections See Article Seven

32. Construction Board of Appeals (each request) See Article Seven

33. Pre-Moving Fee (all building trades) See Article Seven

34. Moving Fee See Article Seven

35. Mobile Home or Modular Building Fee (electrical only & does not include premise wiring.) $50.00

36. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1
of the Mobile City Code may also apply)

37. Construction trailers $50.00

38. Competency Card Renewal Fees:

Maintenance Electrician	$50.00
Journeyman Electrician	$50.00
Duplicate Card Fee	$10.00
Master Electrician (With Business License)	$30.00
State Issuance Fee	$25.00
Inactive Master (Per Year)	$10.00
Renewal Certification Card Penalty	Double Fee
Inactive Master Conversion Fee	$250.00
Apprentice/Trainee Card	$10.00

40. Electrical Exam Fees:

Master Electrical Exam Fee	$135.00
Journeyman Electrical Exam Fee	$85.00
Maintenance Electrical Exam Fee	$85.00

41 Permit Fee Extension – See Article Seven.

42. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

43. 3% of all permit fees shall be designated for training, education and equipment for the department.

44. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Electrical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Eleven.

ARTICLE NINE: SCHEDULE OF MECHANICAL PERMIT FEES. On mechanical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability)

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Mechanical permits shall not be required for the following:

1. Gas:
   a. Portable heating appliance.
   b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
   c. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Mechanical Code by means of Local Ordinance.

2. Mechanical:

a. Portable heating appliance.

b. Portable ventilation equipment.

c. Portable cooling unit.

d. Steam, hot water or chilled water piping within any heating or cooling equipment regulated by this code.

e. Replacement of any part which does not alter its approval or make it unsafe.

f. Portable evaporative cooler.

g. Self-contained refrigeration system containing 10 pound (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

i. Boilers and pressure vessels.

B. Mechanical Fee Schedule:

On all mechanical installations requiring a mechanical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee
2. Minimum Permit Fee	$30.00
3. Installation of air-conditioning and/or heating systems in single-family residences:	$60.00
4. Addition of air-conditioning and/or heating systems in single-family residences:	$60.00
5. Installation of air-conditioning and/or heating systems in apartments, per apartment:	$30.00
6. Installation of air-conditioning and/or heating systems in duplexes:	$60.00

7. Installation of air-conditioning and/or heating
systems in commercial buildings up to 5 tons, per tenant space: $40.00
Over 5 tons, per tenant space $5.00 per ton

8. Replacements of any one heater, air handler, condensing unit and/or cooling tower only in commercial buildings, shall require a fee of one-half (1/2) of systems (see "5") with a minimum fee of $40.00.

9. . Replacement of heating and/or air conditioning
Equipment in single-family residence: $30.00

10. Replacement of heating and/or air conditioning
Equipment in multi-family dwellings $30.00 per apartment

11. Commercial exhaust hoods (canopy) $30.00

12. Relocation of equipment $30.00
(i.e., condenser from roof to ground, etc.)

13. In multi-family or commercial buildings where self-contained units of less than two (2) tons are to be installed, the fee charged shall be based on the total tonnage of all units combined (see "5" installation of air conditioning and/or heating system in apartments).

14. Adding or changing ductwork:

Residential: $30.00
Commercial
First System $50.00
Additional systems (each) $25.00

15. Plan Review Fees (Include all building trades) See Article Seven

16. Duplicate Permit Fee. $10.00

17. Request For Information See Article Seven

18. Certificate of Final Inspection Fee - See Article Seven

19. Certificate of Final Inspection Fee See Article Seven

20. Minimum Housing Inspection Fee $20.00

21. Mobile Home or Modular Building Fee (mechanical only) $50.00

22. Re-inspection Fees See Article Seven

23. Weekend and emergency inspections See Article Seven

24. Construction Board of Appeals See Article Seven

25. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1of the Mobile City Code may also apply)

26. Permit Fee Extension See Article Seven.

27. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.
28. 3% of all permit fees shall be designated for training, education and equipment for the department.

29. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

30. REFRIGERATION- Min. $10.00 + $10.00 1st $1000.00 of value + $4.00 each additional $1000.00 of value

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Mechanical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TEN: SCHEDULE OF PLUMBING PERMIT FEES. On plumbing system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in

accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Plumbing permits shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspections made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

B. Plumbing Fee Schedule:

On all plumbing installations requiring a plumbing permit, a fee for each plumbing permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.
for permit fees and permit all work in accordance with applicable state laws prior to starting work.

1.	New buildings or additions	Included in the building permit fee
2.	Minimum permit	$10.00
3.	Each fixture unit	$5.00
4.	Additional fixtures $	$5.00
5.	Sewer (new, extension, or replacement)	$5.00
6.	Water service	$5.00

7. Installation, alteration, or repair of water piping and/or water Treating equipment, except in public right-of-way $5.00

8. Each inspection will be $5.00

9. Each additional inspection (after permit issuance) $7.00

10. Filled septic tank inspection $5.00

11. Swimming pool, irrigation meter, fill inspection $20.00

12. Mobile Home or Modular Building Fee (Plumbing only) $50.00
(Does not include plumbing site work)

13. Plan Review See Article Seven

14. Duplicate Permit Fee See Article Seven

15. Request For Information See Article Seven

16. Certificate of Final Inspection Fee - Residential See Article Seven

17. Certificate of Final Inspection Fee – Commercial See Article Seven

18. Minimum Housing Inspection Fee $20.00

19. Re-inspection Fees See Article Seven

20. Weekend and emergency inspections See Article Seven

21. Construction Board of Appeals (Each request) See Article Seven

22. Pre-Moving Fee (All building trades) See Article Seven

23. Failure to Obtain Permit See Article Seven

24 Permit Fee Extension See Article Seven.

25. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

26. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

27. 3% of all permit fees shall be designated for training, education and equipment for the department.

28. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the plumbing portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE ELEVEN: SCHEDULE OF GAS PERMIT FEES. On gas system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Gas permits shall not be required for the following:

1. Portable heating appliances

2. Replacement of any minor component of equipment that does not alter approval of such equipment or make such equipment unsafe.

3. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Fuel Gas Code by means of Local Ordinance.

B. Gas Fee Schedule:

On all gas installations requiring a gas permit, a fee for each gas permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee		
2. Permit (based on valuation of work)	$1 to $1000	minimum	$30.00
3. $1000 and over	$8 per each additional $1000 or fraction thereof		
4. Each inspection will be			$5.00
5. Each additional inspection (after permit issuance)			$7.00
(Minimum Permit is $30.00)			
6. Mobile Home or Modular Building Fee (gas only & does not include premise or structure gas piping.)			$50.00
7. Plan Review			See Article Seven
8. Duplicate Permit Fee			See Article Seven
9. Request For Information –			See Article Seven
10. Certificate of Final Inspection Fee - Residential			See Article Seven
11. Certificate of Final Inspection Fee – Commercial			See Article Seven
12. Re-inspection Fees			See Article Seven
13. Weekend and after hour inspections			See Article Seven
14. Construction Board of Appeals (each request)			See Article Seven
15. Failure to Obtain Permit			See Article Seven

(Other penalties in accordance with Article 1of the Mobile City Code may also apply)

16. Permit Fee Extension See Article Seven.

17. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

18. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.
19. 3% of all permit fees shall be designated for training, education and equipment for the department.

20. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the gas portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TWELVE: PERMIT FEE REFUND. The Building Official shall authorize the refunding of fees as follows:

A. The full amount of any permit fee paid hereunder that was erroneously paid or collected.

B. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

C. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

D. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee no later than 180 days after the date of fee payment.

Adopted:

_____

City Clerk

AN ORDINANCE TO ESTABLISH A SCHEDULE OF PERMIT FEES FOR THE CITY OF MOBILE'S BUILDING CODES

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: TITLE. That, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022**,** is known as the "Building Codes Permit Fee Schedule Ordinance" and hereby adopted.

ARTICLE TWO: APPLICABILITY. This Ordinance applies to permit fees charged by the City of Mobile for building construction trades in compliance with the Building, Electrical, Gas, Mechanical, Plumbing, and Residential Codes adopted by the City of Mobile listed herein unless otherwise exempted.

Permits may be required by other departments and agencies including but not limited to the following:

City Engineering
Historic Development
Planning & Zoning
City Revenue
Right-Of-Way
Traffic Engineering
Urban Forestry
Mobile Fire Department
Alabama Power Company
Mobile Area Water & Sewer Service
Local Gas Provider
Mobile County Health Department

ARTICLE THREE: PUBLISHED ORDINANCE. A copy of this ordinance shall be published pursuant and according to law, after its adoption, and this ordinance shall be recorded in the said Minutes of this Council.

ARTICLE FOUR: EFFECTIVE DATE. The said Ordinance shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FIVE: SEPARATION CLAUSE. If any article, section, sentence, clause or phrases of this ordinance is for any reason held to be invalid or unconstitutional by declaration of any court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions of this Ordinance.

ARTICLE SIX: VIOLATION PENALTIES. Any person who violates a provision of this ordinance or fails to comply with any of the requirements thereof shall be subject to penalties in accordance with Chapter 1 of the Mobile City Code.

ARTICLE SEVEN: SCHEDULE OF BUILDING PERMIT FEES. On modifications, alterations, or repairs on any building or structure, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be

determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Building permits shall not be required for the following:

1. Playhouses and similar uses provided the floor area does not exceed 120 square feet (11.15m2).
2. Oil derricks.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
6. Painting, papering, tiling, carpeting and similar finish work that are not part of a construction project where a permit is required.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
9. Swings and other playground equipment accessory to one- and two-family dwellings.
10. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

B. Building Permit Fee. The value of a permit shall be determined by the building valuation data published set forth in Tables 1 (residential construction) and Table 2 (commercial construction). The building construction valuation data shall be evaluated yearly and adjusted as deemed necessary by the City of Mobile. Building permit fees shall be in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and

subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. Minimum permit fee $25.00

2. $0 to $1,000 No Fee
(No inspection is required)

3. $0 to $1,000 $25.00
(When inspection required)

4. New construction & additions (Includes building, electrical, plumbing, gas & mechanical permit fees)

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

5. Alterations, renovations, repairs, etc. (Building permit fee only & a contract is required, see applicable trade articles for other fees. In the absence of a contract, the latest building construction valuation from the International Code Council will be used).

$1,001 to $50,000 $5.50 per $1000 valuation
$50,001 and over $4.50 per $1000 valuation

6. Plan Review Fees (Include all building trades)
   Residential No Fee 1st Re-submittal $50.00
   2nd Re-submittal $100.00
   3rd Re-submittal $200.00
   4th Re-submittal and above $500.00

   Commercial $100.00
   1st Re- submittal $200.00
   2nd Re-submittal $500.00
   3rd Re-submittal $1,000.00
   4th Re-submittal & above $2,000.00

7. Duplicate Permit Fee.
   Residential $10.00
   Commercial $20.00

8. Request for Information – $20.00
(Minimum fee includes up to 40 pages)
Each additional copy exceeding 40 pages. $0.25 **TABLE 1 – RESIDENTIAL**

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
R-3 Residential, 1 & 2 Family	$86.00
U Utility, miscellaneous	$33.00

TABLE 2 – COMMERCIAL

BUILDING CONSTRUCTION VALUATION DATA

OCCUPANCY GROUP	SQUARE FOOT CONSTRUCTION COSTS (DOLLARS)
A-1 Assembly, theater w/stage	Contract or notarized documentation
A-1 Assembly, theater, w/o stage	Contract or notarized documentation
A-2 Assembly, night clubs	Contract or notarized documentation
A-2 Assembly, restaurants, bars, banquet halls	Contract or notarized documentation
A-3 Assembly, churches	Contract or notarized documentation
A-3 Assembly, general, community halls, libraries, museums	Contract or notarized documentation
A-4 Assembly, arenas	Contract or notarized documentation
B-1 Business	Contract or notarized documentation
E Educational	Contract or notarized documentation
F-1 Factory & Industrial, moderate hazard	Contract or notarized documentation
F-2 Factory & industrial, low hazard	Contract or notarized documentation
H-1 High Hazard, explosives	Contract or notarized documentation
H-2, H-3, H-4 High Hazard	Contract or notarized documentation
H-5 HPM	Contract or notarized documentation
I-1 Institutional, supervised environment	Contract or notarized documentation
I-2 Institutional, incapacitated	Contract or notarized documentation
I-3 Institutional, restrained	Contract or notarized documentation
I-4 Institutional, day care facilities	Contract or notarized documentation
M Mercantile	Contract or notarized documentation
R-1 Residential hotels	Contract or notarized documentation
R-2 Residential, multiple family	Contract or notarized documentation
R-3 Residential, 1 & 2 Family	See Table 1
R-4 Residential, care, assisted living facilities	Contract or notarized documentation
S-1 Storage, moderate hazard	Contract or notarized documentation
S-2 Storage, low hazard	Contract or notarized documentation
U Utility, miscellaneous	Contract or notarized documentation

9. Certificate of Final Inspection Fee (For certifying permitted work in building trades for existing construction)

Residential	$50.00
Commercial	$100.00

10. Minimum Housing Inspection Fee (building only) $20.00

11. Certificate of Occupancy

New building or change of occupancy (work to be performed & permit issued)	No Fee
Change of Occupancy (No work to be performed & no permit issued)	$100.00

12. Temporary Certificate of Occupancy $100.00

13. Re-inspection Fees

1st Re-inspection requested	$50.00
2nd Re-inspection requested	$75.00
3rd Re-inspection requested & above	$100.00

14. Weekend and after hour inspections (Maximum 4 hours) $200.00

15. Construction Board of Appeals (Each request) $500.00

16. Pre-Moving Fee (all building trades) $50.00

17. Moving Fee (all building trades) $50.00

18. Fence and Wall Fee (Construction of all fences or walls)

No inspections required	$5.00
Inspection required	$25.00

19. Demolition Fee

Building or structure	
Commercial	$100.00
Residential	$50.00
Interior	
Commercial	$50.00
Residential	$25.00

20. Mobile Home or Modular Building Fee (building only) $50.00

21. Swimming Pool Fee

Residential	$100.00
Commercial	$250.00

22. Re-roofing Fee

Residential $125.00 per square	$5.00 per $1000 valuation
Commercial $150.00 per square	$5.00 per $1000 valuation

23. Failure to Obtain Permit
(Other penalties in accordance with Article 1 Of
the Mobile City Code may also apply)

1st Offense	2 times required permit fee
2nd Offense	3 times required permit fee
3rd Offense	4 times required permit fee
4th Offense	5 times required permit fee

24. Permit fee extension — 25% of permit fee paid

25. Other Permit Fees - Where no permit fees are listed the City of Mobile shall determine the required permit fee.

26. 3% of all permit fees shall be designated for training, education and equipment for the department.

27. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Building portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE EIGHT: SCHEDULE OF ELECTRICAL PERMIT FEES. On electrical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Electrical permits shall not be required for the following:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations**:** The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but does apply to equipment and wiring for power supply, the installations of towers and antennas.
3. Temporary testing systems**:** A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

B. Electrical Permit Fee. On all electrical installations requiring an electrical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, additions or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

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1.	New buildings or additions	Included in the building permit fee
2.	Minimum Permit Fee	$10.00
3.	Main Service and Service Repairs	
	200-ampere switch or less	$15.00
	400 ampere switch	$20.00
	600 ampere switch	$25.00
	800 ampere switch	$30.00
	1200 ampere switch	$35.00
	1600-ampere switch.	$40.00
	2000 ampere switch	$50.00
4.	Sub Panels (additional)	$5.00
5.	Temporary Service	$15.00
6.	Repairs to Outlets or Fixtures	$15.00
7.	Temporary Connection	

of permanent service	$10.00

8. New Outlets:

01 - 03	$5.00
04 - 10	$7.00
11 - 15	$10.00
16 - 24	$15.00
25 - 50	$20.00
51 - 75	$30.00
76 - 100	$40.00
100 - 150	$50.00
200 and above	$50.00 plus $0.30/outlet over 200

9. Fixtures, Fluorescent Light Ballasts, and Smoke Detectors:

01 – 10	$7.00
11 – 20	$9.00
21 – 30	$11.00
31 – 40	$13.00
41 - 50	$15.00
51 – 60	$18.00
61 – 70	$20.00
71 – 80	$22.00
81 – 90	$25.00
91 – 100	$30.00
100 and above	$30.00 plus $0.30/outlet over 100

10. Ceiling fans $1.00

11. Motor Inspection Fees:

Fractional to 1 HP	$5.00
1 1/2 to 3 HP	$6.00
4 to 10 HP	$8.75
11 to 20 HP	$11.50
21 to 30 HP	$13.75
31 to 50 HP	$15.50
51 to 100 HP	$17.50
100 HP and above	$17.50 plus $0.20/hp over 100

12. Each Generator – Use motor schedule above and add $2.00.

Other current consuming devices to be charged for as motors.
(Multiply amperes by voltage and reduce to horsepower by dividing 746 watts).

Generators (including $2.00 Fee)
5kw 10.75

10kw	13.50
15kw	15.75
20kw	17.50
45kw	19.50

13. Electric Signs:

Sign connection fee	$15.00
Sign shop fee	$10.00

(Transformer or ballast incandescent lamps to be charged according to motor schedule.)

14. Heating:

0.0 kw to 7.9 kw	$5.00
8.0 kw to 14.9 kw	$8.00
15.0 kw to 22.9 kw	$10.00
23.0 kw to 37.9 kw	$15.00
38.0 kw to 74.9 kw	$20.00

15. Air Conditioners:

Window air conditioners and central units to 4 tons	$12.00
Over 4 tons	$1.00 per ton

16. Re-locate Air Conditioner Fee — Same as above

17. Repairs — $15.00

18. Appliances:

Welding Machine Receptacle	$10.00
Range	$6.00
Dryer	$5.00
Water Heater	$5.00

19. Special Systems:

Non-Residential and Commercial	$25.00
Residential	$15.00

20. Six Month Investigation Fee — $20.00

21. Pool Fee:

1 HP Motor, 1-4 outlets, Pool Bond	$25.00

22. Transformers (1 kw or over**)** — $15.00

23. Direct burial cable, conduit and

Miscellaneous trench inspections	$15.00
24. Plan Review Fees	See Article Seven
25. Duplicate Permit Fee	See Article Seven
26. Request For Information	See Article Seven
27. Certificate of Final Inspection Fee - Residential	See Article Seven
28. Certificate of Final Inspection Fee - Commercial	See Article Seven

29. Minimum Housing Inspection Fee $20.00

30. Re-inspection Fees See Article Seven

31. Weekend and emergency inspections See Article Seven

32. Construction Board of Appeals (each request) See Article Seven

33. Pre-Moving Fee (all building trades) See Article Seven

34. Moving Fee See Article Seven

35. Mobile Home or Modular Building Fee (electrical only & does not include premise wiring.) $50.00

36. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1
of the Mobile City Code may also apply)

37. Construction trailers $50.00

38. Competency Card Renewal Fees:

Maintenance Electrician	$50.00
Journeyman Electrician	$50.00
Duplicate Card Fee	$10.00
Master Electrician (With Business License)	$30.00
State Issuance Fee	$25.00
Inactive Master (Per Year)	$10.00
Renewal Certification Card Penalty	Double Fee
Inactive Master Conversion Fee	$250.00
Apprentice/Trainee Card	$10.00

40. Electrical Exam Fees:

Master Electrical Exam Fee	$135.00
Journeyman Electrical Exam Fee	$85.00
Maintenance Electrical Exam Fee	$85.00

41 Permit Fee Extension – See Article Seven.

42. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

43. 3% of all permit fees shall be designated for training, education and equipment for the department.

44. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Electrical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Eleven.

ARTICLE NINE: SCHEDULE OF MECHANICAL PERMIT FEES. On mechanical system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability)

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Mechanical permits shall not be required for the following:

1. Gas:
   a. Portable heating appliance.
   b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
   c. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Mechanical Code by means of Local Ordinance.

2. Mechanical:

a. Portable heating appliance.

b. Portable ventilation equipment.

c. Portable cooling unit.

d. Steam, hot water or chilled water piping within any heating or cooling equipment regulated by this code.

e. Replacement of any part which does not alter its approval or make it unsafe.

f. Portable evaporative cooler.

g. Self-contained refrigeration system containing 10 pound (4.54 kg) or less of refrigerant and actuated by motors of one horsepower (746 W) or less.

h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

i. Boilers and pressure vessels.

B. Mechanical Fee Schedule:

On all mechanical installations requiring a mechanical permit, a fee for each permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee
2. Minimum Permit Fee	$30.00
3. Installation of air-conditioning and/or heating systems in single-family residences:	$60.00
4. Addition of air-conditioning and/or heating systems in single-family residences:	$60.00
5. Installation of air-conditioning and/or heating systems in apartments, per apartment:	$30.00
6. Installation of air-conditioning and/or heating systems in duplexes:	$60.00

7. Installation of air-conditioning and/or heating
systems in commercial buildings up to 5 tons, per tenant space: $40.00
Over 5 tons, per tenant space $5.00 per ton

8. Replacements of any one heater, air handler, condensing unit and/or cooling tower only in commercial buildings, shall require a fee of one-half (1/2) of systems (see "5") with a minimum fee of $40.00.

9. . Replacement of heating and/or air conditioning
Equipment in single-family residence: $30.00

10. Replacement of heating and/or air conditioning
Equipment in multi-family dwellings $30.00 per apartment

11. Commercial exhaust hoods (canopy) $30.00

12. Relocation of equipment $30.00
(i.e., condenser from roof to ground, etc.)

13. In multi-family or commercial buildings where self-contained units of less than two (2) tons are to be installed, the fee charged shall be based on the total tonnage of all units combined (see "5" installation of air conditioning and/or heating system in apartments).

14. Adding or changing ductwork:

Residential: $30.00
Commercial
First System $50.00
Additional systems (each) $25.00

15. Plan Review Fees (Include all building trades) See Article Seven

16. Duplicate Permit Fee. $10.00

17. Request For Information See Article Seven

18. Certificate of Final Inspection Fee - See Article Seven

19. Certificate of Final Inspection Fee See Article Seven

20. Minimum Housing Inspection Fee $20.00

21. Mobile Home or Modular Building Fee (mechanical only) $50.00

22. Re-inspection Fees See Article Seven

23. Weekend and emergency inspections See Article Seven

24. Construction Board of Appeals See Article Seven

25. Failure to Obtain Permit See Article Seven
(Other penalties in accordance with Section 1of the Mobile City Code may also apply)

26. Permit Fee Extension See Article Seven.

27. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.
28. 3% of all permit fees shall be designated for training, education and equipment for the department.

29. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

30. REFRIGERATION- Min. $10.00 + $10.00 1st $1000.00 of value + $4.00 each additional $1000.00 of value

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the Mechanical portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TEN: SCHEDULE OF PLUMBING PERMIT FEES. On plumbing system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in

accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Plumbing permits shall not be required for the following:

1. The stopping of leaks in drains, water, soil, waste or vent pipe; provided, however, that if any concealed trap, drainpipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspections made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

B. Plumbing Fee Schedule:

On all plumbing installations requiring a plumbing permit, a fee for each plumbing permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.
for permit fees and permit all work in accordance with applicable state laws prior to starting work.

1.	New buildings or additions	Included in the building permit fee
2.	Minimum permit	$10.00
3.	Each fixture unit	$5.00
4.	Additional fixtures $	$5.00
5.	Sewer (new, extension, or replacement)	$5.00
6.	Water service	$5.00

7. Installation, alteration, or repair of water piping and/or water Treating equipment, except in public right-of-way $5.00

8. Each inspection will be $5.00

9. Each additional inspection (after permit issuance) $7.00

10. Filled septic tank inspection $5.00

11. Swimming pool, irrigation meter, fill inspection $20.00

12. Mobile Home or Modular Building Fee (Plumbing only) $50.00
(Does not include plumbing site work)

13. Plan Review See Article Seven

14. Duplicate Permit Fee See Article Seven

15. Request For Information See Article Seven

16. Certificate of Final Inspection Fee - Residential See Article Seven

17. Certificate of Final Inspection Fee – Commercial See Article Seven

18. Minimum Housing Inspection Fee $20.00

19. Re-inspection Fees See Article Seven

20. Weekend and emergency inspections See Article Seven

21. Construction Board of Appeals (Each request) See Article Seven

22. Pre-Moving Fee (All building trades) See Article Seven

23. Failure to Obtain Permit See Article Seven

24 Permit Fee Extension See Article Seven.

25. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

26. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

27. 3% of all permit fees shall be designated for training, education and equipment for the department.

28. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the plumbing portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE ELEVEN: SCHEDULE OF GAS PERMIT FEES. On gas system alterations, repairs and installations, a permit fee for each permit shall be paid at the time of filing an application. The applicable permit fees required by the City of Mobile shall be determined in accordance with the schedule of fees as listed and do not include fees required by other departments or agencies (See Article Two – Applicability).

A. Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Gas permits shall not be required for the following:

1. Portable heating appliances

2. Replacement of any minor component of equipment that does not alter approval of such equipment or make such equipment unsafe.

3. Any appliance, equipment, fuel system, fuel storage, methods or materials that have been deleted from the International Fuel Gas Code by means of Local Ordinance.

B. Gas Fee Schedule:

On all gas installations requiring a gas permit, a fee for each gas permit shall be paid as required at the time of filing the application, in accordance with the schedule that follows.

On construction or addition projects where work is performed by all building trades, the general contractor, homebuilder, or owner will be required to pay the permit fees for all building trades (Building, Electrical, Gas, Mechanical & Plumbing). However, it shall be the responsibility of the subcontractors to permit all work in accordance with applicable state laws prior to starting work.

On alterations, repairs, addition or construction projects where work is **not** being performed by all building trades, it shall be the responsibility of each general contractors, homebuilders, owners and subcontractors to pay for permit fees **separately** and in accordance with the respective fee schedule. All work shall be permitted in accordance with applicable state laws prior to starting work.

1. New buildings or additions	Included in the building permit fee		
2. Permit (based on valuation of work)	$1 to $1000	minimum	$30.00
3. $1000 and over	$8 per each additional $1000 or fraction thereof		
4. Each inspection will be			$5.00
5. Each additional inspection (after permit issuance)			$7.00
(Minimum Permit is $30.00)			
6. Mobile Home or Modular Building Fee (gas only & does not include premise or structure gas piping.)			$50.00
7. Plan Review			See Article Seven
8. Duplicate Permit Fee			See Article Seven
9. Request For Information –			See Article Seven
10. Certificate of Final Inspection Fee - Residential			See Article Seven
11. Certificate of Final Inspection Fee – Commercial			See Article Seven
12. Re-inspection Fees			See Article Seven
13. Weekend and after hour inspections			See Article Seven
14. Construction Board of Appeals (each request)			See Article Seven
15. Failure to Obtain Permit			See Article Seven

(Other penalties in accordance with Article 1of the Mobile City Code may also apply)

16. Permit Fee Extension See Article Seven.

17. Other Permit Fees - Where no permit fees are listed, the City of Mobile shall determine the required permit fee.

18. A separate permit shall be required for each building or tenant unit for shell buildings. All roof drain and conductor pipes must be marked on permit. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.
19. 3% of all permit fees shall be designated for training, education and equipment for the department.

20. Permit Issuance Fee - $1.00 fee shall be assessed to all permits issued.

C. Miscellaneous.

1. A separate permit shall be required for each building or tenant unit for shell buildings. All additional fixtures and inspections must be paid before release to Water Board or Letter of inspection is issued.

2. Whenever a sub-contractor is dismissed from a job, an administrative fee of $100.00 shall be required to issue a permit to the new sub-contractor. The new sub-contractor shall re-permit the gas portion of the project.

3. On jobs where a general contractor or homebuilder is dismissed, a new set of plans may be required for review and the remaining portion of the work shall be permitted.

4. It shall be the responsibility of the permit holder to provide the City of Mobile with an adjusted valuation of all construction including, but not limited to, cost overrun(s) and change order(s) within forty-five (45) days of completion of said project.

5. On new construction and additions, the general contractor, homebuilder or owner will be required to submit the name, address and phone numbers of all trade sub-contractors.

D. Permit Fee Refund. See Article Twelve.

ARTICLE TWELVE: PERMIT FEE REFUND. The Building Official shall authorize the refunding of fees as follows:

A. The full amount of any permit fee paid hereunder that was erroneously paid or collected.

B. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.

C. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

D. The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee no later than 180 days after the date of fee payment.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:04 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:06 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:43 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

ORDINANCE TO ADOPT A FUEL GAS CODE
FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: **Code and Appendices.** That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Fuel Gas Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as the "Fuel Gas Code of the City of Mobile."

ARTICLE TWO: **Published Ordinance.** A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Fuel Gas Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

ARTICLE THREE: **Effective Date.** The said 2021 International Fuel Gas Code shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set herein. For the purpose of this ordinance the term contractor will hereinafter refer to Gas Fitter Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Gas Fitter Contractors Responsibility. In addition to the requirements as set forth herein, all individuals, agents or businesses who install, alter, or modify all or part of a fuel gas system shall furnish proof that they possess an active Master certification card issued by the Alabama Plumbers and Gas Fitters Examining Board in accordance with all statutory requirements of the State of Alabama and the City of Mobile. A master or journeyman gas fitter must be present at all times during the installation of fuel gas systems.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation of fuel gas systems for which a permit is required, and every contractor making such contracts and sub-letting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name with the Code Official, in a book provided for that purpose, giving full name, residence and place of business, and, in case of removal from one place to another to have made corresponding change in said register accordingly. Every contractor shall conform to the building regulations, the regulation of this section, and other ordinances or laws of the applicable governing body.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of each builder, contractor and sub-contractor to provide and have on file a current license and Surety Bond for $10,000 in accordance with the City of Mobile and State of Alabama requirements. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama. Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners. All fuel gas installations shall be performed by a contractor as listed in **ARTICLE FOUR**. Owners are not permitted to install fuel gas systems.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors shall have signs on both sides of the body, including the full name, telephone number of the firm and the State of Alabama Certification numbers. Lettering may be any color in contrast to the color of the body, but letters identifying the firm's name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 1-SCOPE AND ADMINISTRATION > PART 1-SCOPE AND APPLICATION > Amend to read as follows:

Part 1- Scope and Application

SECTION 101 2021 INTERNATIONAL FUEL GAS CODE > SCOPE AND GENERAL REQUIREMENTS- Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Fuel Gas Code of City of Mobile, Alabama, hereinafter referred to as "this Code."

101.2 Scope. Amend to read as follows:
101.2 Scope. This code shall apply to the installation of fuel-gas piping systems, fuel-gas appliances, fuel gas equipment and related accessories in accordance with Sections 101.2.2 through 101.2.5. The extent of enforcement of this code by the City of Mobile will be limited to new construction, additions, renovations, alterations, installation of generators and central gas furnaces, replacement of generators and central gas furnaces and water heaters only.

Exception: Detached one- and two- family dwellings and townhouses not more than three stories above grade plane in height with separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with this code.
Paragraph 101.2.1 Gaseous Hydrogen Systems. Delete in its entirety**.**

SECTION 102 2021 INTERNATIONAL FUEL GAS CODE > APPLICABILITY - Amend to read as follows:

Add Paragraph 102.12 Energy conservation. To read as follows:
102.12 Energy conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

Part 2-ADMINISTRATION AND ENFORCEMENT

SECTION 103 - 2021 INTERNATIONAL FUEL GAS CODE > CODE COMPLIANCE AGENCY - Amend to read as follows:

103.1 Creation of agency. Amend to read as follows:
103.1 Creation of agency. The "Fuel Gas Inspections Department" is hereby created and the official in charge thereof shall be known as the "Code Official". The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 109 - 2021 INTERNATIONAL FUEL GAS CODE > FEES Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all Fuel Gas System installations requiring a Fuel Gas System permit, a fee for each Fuel Gas System permit shall be paid as required at the time of application, in accordance with the "Building Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

Amend SECTION 114 BOARD OF APPEALS to read as follows:
Amend Paragraph 114.1 to read as follows:
114.1 Membership of board. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code which is adopted by a separate ordinance.

SECTION 115 – (IFGC) VIOLATIONS - Amend to read as follows:

115.4 Violation penalties. Amend to read as follows:
115.4 Violation penalties. Persons who shall violate a provision of the *2021 International Fuel Gas Code*, as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or conduct any Fuel Gas work in violation of the approved construction documents or directive of the code official or of a permit or certificate issued under the provisions

of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ARTICLE NINE: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 2 DEFINITIONS > Amend to read as follows:

SECTION 202 GENERAL DEFINITIONS - Amend to read as follows:

Add the following Definitions. To read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administrated by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

GAS FITTER CONTRACTOR. Any individual or business licensed, registered and holding an active certification with Alabama Plumbers and Gas Fitters Examining Board, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

ARTICLE TEN: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 4 GAS PIPING INSTALLATIONS > Amend **to read as follows**:

SECTION 412 (IFGC) LIQUEFIED PETROLEUM GAS MOTOR VEHICLE FUEL-DISPENSING FACILITIES. Delete in its entirety.

SECTION 413 (IFGC) COMPRESSED NATURAL GAS MOTOR VEHICLE FUEL-DISPENSING FACILITIES. Delete in its entirety.

SECTION 414 (IFGC) SUPPLEMENTAL AND STANDBY GAS SUPPLY. Delete in its entirety.

ARTICLE ELEVEN: **2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 6 SPECIFIC APPLIANCES > Amend to read as follows:**

SECTION 602 (IFGC) DECORATIVE APPLIANCES FOR INSTALLATION IN FIREPLACES. Delete in its entirety.

SECTION 603 (IFGC) LOG LIGHTERS. Delete in its entirety.

SECTION 604 (IFGC) VENTED GAS FIREPLACES (DECORATIVE APPLIANCES. Delete in its entirety.

SECTION 605 (IFGC) VENTED GAS FIREPLACE HEATERS. Delete in its entirety.

SECTION 608 (IFGC) VENTED WALL FURNACES. Delete in its entirety.

SECTION 609 (IFGC) FLOOR FURNACES. Delete in its entirety.

SECTION 614 (IFGC) CLOTHES DRYER EXHAUST. To read as follows:

614.9.6 Exhaust duct required. To read as follows:
614.9.6 Exhaust duct required. Delete the Exception to 614.9.6 in its entirety.

SECTION 615 (IFGC) SAUNA HEATERS. Delete in its entirety.

SECTION 616 (IFGC) ENGINE AND GAS TURBINE-POWERED EQUIPMENT. Delete in its entirety.

SECTION 617 (IFGC) POOL AND SPA HEATERS. Delete in its entirety.

SECTION 619 (IFGC) CONVERSION BURNERS. Delete in its entirety.

SECTION 621 (IFGC) UNVENTED ROOM HEATERS. Delete in its entirety.

SECTION 622 (IFGC) VENTED ROOM HEATERS. Delete in its entirety.

SECTION 624 (IFGC) WATER HEATERS. Amend to read as follows:

624.1 General. Amend to read as follows:
624.1 General. Water heaters shall be listed in accordance with ANZI Z21.10.1/CSA 4.1 or ANZI Z21.10.3/CSA 4.3 and shall be installed in accordance with the manufacturer's instructions.

SECTION 625 (IFGC) REFRIGERATORS. Delete in its entirety.

SECTION 626 (IFGC) GAS-FIRED TOILETS. Delete in its entirety.

SECTION 628 (IFGC) ILLUMINATING APPLIANCES. Delete in its entirety.

SECTION 629 (IFGC) SMALL CERAMIC KILNS. Delete in its entirety.

SECTION 631 (IFGC) BOILERS. Delete in its entirety.

SECTION 632 (IFGC) EQUIPMENT INSTALLED IN EXISTING UNLISTED BOILERS. Delete in its entirety.

SECTION 633 (IFGC) STATIONARY FUEL-CELL POWER SYSTEMS. Delete in its entirety.

SECTION 634 (IFGC) GASEOUS HYDROGEN SYSTEMS. Delete in its entirety.

SECTION 635 (IFGC) OUTDOOR DECORATIVE APPLIANCES. Delete in its entirety.

ARTICLE TWELVE: 2021 INTERNATIONAL FUEL GAS CODE > CHAPTER 7 GASEOUS HYDROGEN SYSTEMS > Amend to read as follows:

CHAPTER 7 GASEOUS HYDROGEN SYSTEMS - Delete in its entirety.

ARTICLE THIRTEEN: SEPARATION CLAUSE

If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinances	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:15 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:18 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:43 PM

ORDINANCE TO ADOPT A MECHANICAL CODE
FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: **Code and Appendices.** That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Mechanical Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as the "Mechanical Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Mechanical Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes. .

ARTICLE THREE: Effective Date. The said *2021 International Mechanical Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein. For the purpose of this ordinance the term contractor will hereinafter refer to Mechanical Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Mechanical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or business who install, alter or modify all or part of a heating, ventilation, air conditioning (HVAC), or refrigeration system shall furnish proof that they are licensed, registered and hold an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation, alteration or repair of mechanical systems for which a permit is required, and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name in a book provided for that purpose, with the Code Official, giving full name, residence, and place of business, and, in case of removal from one place to have made corresponding change in said register accordingly. .

ARTICLE FIVE: Surety Bond. In addition, as set herein, it shall be the duty of each builder, contractor and subcontractor to provide and have on file a current license and permit bond for $10,000 in accordance with the City of Mobile and State of Alabama requirements, based on Code of Alabama Section 34-3128. The Bond is subject to the approval of the City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall ensure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the mechanical business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owner to Obtain Permits. All mechanical installations shall be performed by a contractor as listed in ARTICLE FOUR. Owners are not permitted to install mechanical systems.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by mechanical contractors shall have signs on both sides of the body, including the full name, telephone number of the firm and the State of Alabama HVAC & Refrigeration Certification numbers. Lettering may be any color in contrast to the color of the body, but letters identifying the firm's name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1- Scope and Application > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Mechanical Code of City of Mobile, Alabama, hereinafter referred to as "this Code."

SECTION 102 APPLICABILITY – Amend to read as follows.

Add Paragraph 102.12 Energy Conservation. To read as follows:
102.12 Energy Conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

Part 2- Administration and Enforcement

SECTION 103 CODE COMPLIANCE AGENCY - Amend to read as follows:

103.1 Creation of Agency. Amend to read as follows:

103.1 Creation of Agency. The "Mechanical Inspections Department" is hereby created and the official in charge thereof shall be known as the "Code Official". The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 109 FEES - Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all mechanical installations requiring a mechanical permit, a fee for each mechanical permit shall be paid as required at the time of application, in accordance with the "Building Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 114 MEANS OF APPEAL -Amend to read as follows:

114.1 General. Amend to read as follows:
114.1 General. The Means of Appeal, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code which is adopted by a separate ordinance.

SECTION 115 VIOLATIONS – Amend to read as follows:

115.4 Violation penalties. Amend to read as follows: . 115.4 Violation penalties. Persons who shall violate a provision of the *2021 International Mechanical Code (*IMC*),* as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense

ARTICLE NINE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 2 DEFINITIONS > SECTION 202 GENERAL DEFINITIONS > Amend as follows:

Add DEFINITIONS - To read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

MECHANICAL CONTRACTOR. Any individual or business licensed, registered and holding an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

ARTICLE TEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 3 GENERAL REGULATION > SECTION 307 CONDENSATE DISPOSAL > 307.2 Evaporators and cooling coils. > 307.2.1 Condensate disposal. > Amend as follows:

307.2.1.1 Condensate discharge. Amend to read as follows:
307.2.1.1 Condensate discharge. Condensate drains shall not directly connect to any plumbing drain, waste or vent pipe. Condensate drains shall not discharge into a plumbing fixture other than a floor sink, floor drain, trench drain, mop sink, hub drain, standpipe, utility sink or laundry sink. Condensate drain connections to a lavatory wye branch tailpiece or to a bathtub overflow pipe shall not be considered as discharging to a plumbing fixture. Except where discharging to grade outdoors, the point of discharge of condensate drains shall be located within the same occupancy, tenant space or dwelling unit as the source of the condensate. These connections are considered acceptable only after prior approval by this office.

Add Paragraph 307.2.1.2 Condensate Drain Line Insulation. To read as follows:
307.2.1.2 Condensate Drain Line Insulation. Condensate drain lines shall be insulated to a 3/8" minimum thickness for the first six feet.

ARTICLE ELEVEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 5 EXHAUST SYSTEMS > SECTION 504 CLOTHES DRYER EXHAUST >Amend as follows:

504.1 Installation. Amend to read as follows:
504.1 Installation. Clothes dryers shall be exhausted in accordance with the manufacturer's instructions. Dryer exhaust systems shall be independent of all other systems and shall convey the moisture and any products of combustion to the outside of the building.

504.1 Installation. Exception. Delete in its entirety.

504.9.6 Exhaust duct required. Amend to read as follows:
504.9.6 Exhaust Duct Required. Where space for a clothes dryer is provided, an exhaust duct system shall be installed. Where the clothes dryer is not installed at the time of occupancy, the exhaust duct shall be capped at the location of the future dryer.

504.9.6 Exhaust Duct Required. Exception. Delete in its entirety.

ARTICLE TWELVE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 6 DUCT SYSTEMS > 601 GENERAL > 601.5 Return air openings. > Amend as follows:

601.5 Return air openings. Sub-paragraph 2. Amend to read as follows:
601.5 Return air openings Sub-paragraph 2. Return air shall not be taken from a hazardous or insanitary location or a refrigeration room as defined in this code. In accordance with 2021 IPC Section 802.4 plumbing waste receptors shall not be installed in plenums, crawl spaces, attics, interstitial spaces above ceilings and below floors. Ready access shall be provided to waste receptors.

ARTICLE THIRTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT > Amend as follows:

SECTION 901 GENERAL> 901.1 Scope. Amend to read as follows:

901.1 Scope. This chapter shall govern the approval, design, installation, construction, maintenance, alteration and repair of the appliances and equipment specifically identified herein except where deleted. The approval, design, installation, construction, maintenance, alteration and repair of gas-fired appliances specifically identified except where deleted shall be regulated by the International Fuel Gas Code.

SECTION 902 MASONRY FIREPLACES - Delete in its entirety.

SECTION 903 FACTORY-BUILT FIREPLACES - Delete in its entirety.

SECTION 904 PELLET FUEL-BURNING APPLIANCES - Delete in its entirety.

SECTION 905 FIREPLACE STOVES AND ROOM HEATERS - Delete in its entirety.

SECTION 909 VENTED WALL FURNACES - Delete in its entirety.

SECTION 910 FLOOR FURNACES – Delete in its entirety.

SECTION 914 SAUNA HEATERS – Delete in its entirety.

SECTION 915 ENGINE AND GAS TURBINE-POWERED EQUIPMENT AND APPLIANCES – Delete in its entirety.

SECTION 916 POOL AND SPA HEATERS - Delete in its entirety.

SECTION 919 CONVERSION BURNERS - Delete in its entirety.

SECTION 921 VENTED ROOM HEATERS - Delete in its entirety.

SECTION 922 KEROSENE AND OIL-FIRED STOVES - Delete in its entirety.

SECTION 923 SMALL CERAMIC KILNS - Delete in its entirety.

SECTION 924 STATIONARY FUEL CELL POWER SYSTEMS - Delete in its entirety.

SECTION 925 MASONRY HEATERS – Delete in its entirety.

SECTION 926 GASEOUS HYDROGEN SYSTEMS – Delete in its entirety.

SECTION 929 UNVENTED ALCOHOL FUEL-BURNING DECORATIVE APPLIANCES - Delete in its entirety**.**

ARTICLE FOURTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS > Amend as follows:

CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS - Delete in its entirety.

ARTICLE FIFTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 13 FUEL OIL PIPING AND STORAGE > Amend as follows:

CHAPTER 13 FUEL OIL PIPING AND STORAGE - Delete in its entirety.

ARTICLE SIXTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

ORDINANCE TO ADOPT A MECHANICAL CODE
FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: **Code and Appendices.** That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Mechanical Code, along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____, 2022, is hereby adopted as the "Mechanical Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Mechanical Code to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes. .

ARTICLE THREE: Effective Date. The said *2021 International Mechanical Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein. For the purpose of this ordinance the term contractor will hereinafter refer to Mechanical Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Mechanical Contractor's Responsibility. In addition to the requirements as set forth herein, all individuals, agents or business who install, alter or modify all or part of a heating, ventilation, air conditioning (HVAC), or refrigeration system shall furnish proof that they are licensed, registered and hold an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

Contractor License. It shall be the duty of every contractor who shall make contracts for the installation, alteration or repair of mechanical systems for which a permit is required, and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance, and to register his/her name in a book provided for that purpose, with the Code Official, giving full name, residence, and place of business, and, in case of removal from one place to have made corresponding change in said register accordingly. .

ARTICLE FIVE: Surety Bond. In addition, as set herein, it shall be the duty of each builder, contractor and subcontractor to provide and have on file a current license and permit bond for $10,000 in accordance with the City of Mobile and State of Alabama requirements, based on Code of Alabama Section 34-3128. The Bond is subject to the approval of the City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall ensure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the mechanical business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owner to Obtain Permits. All mechanical installations shall be performed by a contractor as listed in ARTICLE FOUR. Owners are not permitted to install mechanical systems.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by mechanical contractors shall have signs on both sides of the body, including the full name, telephone number of the firm and the State of Alabama HVAC & Refrigeration Certification numbers. Lettering may be any color in contrast to the color of the body, but letters identifying the firm's name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1- Scope and Application > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Mechanical Code of City of Mobile, Alabama, hereinafter referred to as "this Code."

SECTION 102 APPLICABILITY – Amend to read as follows.

Add Paragraph 102.12 Energy Conservation. To read as follows:
102.12 Energy Conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

Part 2- Administration and Enforcement

SECTION 103 CODE COMPLIANCE AGENCY - Amend to read as follows:

103.1 Creation of Agency. Amend to read as follows:

103.1 Creation of Agency. The "Mechanical Inspections Department" is hereby created and the official in charge thereof shall be known as the "Code Official". The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 109 FEES - Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all mechanical installations requiring a mechanical permit, a fee for each mechanical permit shall be paid as required at the time of application, in accordance with the "Building Code Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION 114 MEANS OF APPEAL -Amend to read as follows:

114.1 General. Amend to read as follows:
114.1 General. The Means of Appeal, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections of the International Building Code which is adopted by a separate ordinance.

SECTION 115 VIOLATIONS – Amend to read as follows:

115.4 Violation penalties. Amend to read as follows: . 115.4 Violation penalties. Persons who shall violate a provision of the *2021 International Mechanical Code (*IMC*),* as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense

ARTICLE NINE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 2 DEFINITIONS > SECTION 202 GENERAL DEFINITIONS > Amend as follows:

Add DEFINITIONS - To read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

MECHANICAL CONTRACTOR. Any individual or business licensed, registered and holding an active certification with the Alabama State Board of Heating, Air Conditioning and Refrigeration Contractors, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

ARTICLE TEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 3 GENERAL REGULATION > SECTION 307 CONDENSATE DISPOSAL > 307.2 Evaporators and cooling coils. > 307.2.1 Condensate disposal. > Amend as follows:

307.2.1.1 Condensate discharge. Amend to read as follows:
307.2.1.1 Condensate discharge. Condensate drains shall not directly connect to any plumbing drain, waste or vent pipe. Condensate drains shall not discharge into a plumbing fixture other than a floor sink, floor drain, trench drain, mop sink, hub drain, standpipe, utility sink or laundry sink. Condensate drain connections to a lavatory wye branch tailpiece or to a bathtub overflow pipe shall not be considered as discharging to a plumbing fixture. Except where discharging to grade outdoors, the point of discharge of condensate drains shall be located within the same occupancy, tenant space or dwelling unit as the source of the condensate. These connections are considered acceptable only after prior approval by this office.

Add Paragraph 307.2.1.2 Condensate Drain Line Insulation. To read as follows:
307.2.1.2 Condensate Drain Line Insulation. Condensate drain lines shall be insulated to a 3/8" minimum thickness for the first six feet.

ARTICLE ELEVEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 5 EXHAUST SYSTEMS > SECTION 504 CLOTHES DRYER EXHAUST >Amend as follows:

504.1 Installation. Amend to read as follows:
504.1 Installation. Clothes dryers shall be exhausted in accordance with the manufacturer's instructions. Dryer exhaust systems shall be independent of all other systems and shall convey the moisture and any products of combustion to the outside of the building.

504.1 Installation. Exception. Delete in its entirety.

504.9.6 Exhaust duct required. Amend to read as follows:
504.9.6 Exhaust Duct Required. Where space for a clothes dryer is provided, an exhaust duct system shall be installed. Where the clothes dryer is not installed at the time of occupancy, the exhaust duct shall be capped at the location of the future dryer.

504.9.6 Exhaust Duct Required. Exception. Delete in its entirety.

ARTICLE TWELVE: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 6 DUCT SYSTEMS > 601 GENERAL > 601.5 Return air openings. > Amend as follows:

601.5 Return air openings. Sub-paragraph 2. Amend to read as follows:
601.5 Return air openings Sub-paragraph 2. Return air shall not be taken from a hazardous or insanitary location or a refrigeration room as defined in this code. In accordance with 2021 IPC Section 802.4 plumbing waste receptors shall not be installed in plenums, crawl spaces, attics, interstitial spaces above ceilings and below floors. Ready access shall be provided to waste receptors.

ARTICLE THIRTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 9 SPECIFIC APPLIANCES, FIREPLACES AND SOLID FUEL-BURNING EQUIPMENT > Amend as follows:

SECTION 901 GENERAL> 901.1 Scope. Amend to read as follows:

901.1 Scope. This chapter shall govern the approval, design, installation, construction, maintenance, alteration and repair of the appliances and equipment specifically identified herein except where deleted. The approval, design, installation, construction, maintenance, alteration and repair of gas-fired appliances specifically identified except where deleted shall be regulated by the International Fuel Gas Code.

SECTION 902 MASONRY FIREPLACES - Delete in its entirety.

SECTION 903 FACTORY-BUILT FIREPLACES - Delete in its entirety.

SECTION 904 PELLET FUEL-BURNING APPLIANCES - Delete in its entirety.

SECTION 905 FIREPLACE STOVES AND ROOM HEATERS - Delete in its entirety.

SECTION 909 VENTED WALL FURNACES - Delete in its entirety.

SECTION 910 FLOOR FURNACES – Delete in its entirety.

SECTION 914 SAUNA HEATERS – Delete in its entirety.

SECTION 915 ENGINE AND GAS TURBINE-POWERED EQUIPMENT AND APPLIANCES – Delete in its entirety.

SECTION 916 POOL AND SPA HEATERS - Delete in its entirety.

SECTION 919 CONVERSION BURNERS - Delete in its entirety.

SECTION 921 VENTED ROOM HEATERS - Delete in its entirety.

SECTION 922 KEROSENE AND OIL-FIRED STOVES - Delete in its entirety.

SECTION 923 SMALL CERAMIC KILNS - Delete in its entirety.

SECTION 924 STATIONARY FUEL CELL POWER SYSTEMS - Delete in its entirety.

SECTION 925 MASONRY HEATERS – Delete in its entirety.

SECTION 926 GASEOUS HYDROGEN SYSTEMS – Delete in its entirety.

SECTION 929 UNVENTED ALCOHOL FUEL-BURNING DECORATIVE APPLIANCES - Delete in its entirety**.**

ARTICLE FOURTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS > Amend as follows:

CHAPTER 10 BOILERS, WATER HEATERS AND PRESSURE VESSELS - Delete in its entirety.

ARTICLE FIFTEEN: 2021 INTERNATIONAL MECHANICAL CODE > CHAPTER 13 FUEL OIL PIPING AND STORAGE > Amend as follows:

CHAPTER 13 FUEL OIL PIPING AND STORAGE - Delete in its entirety.

ARTICLE SIXTEEN: SEPARATION CLAUSE. If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:25 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:56 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:40 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO ADOPT A PLUMBING CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the *International Plumbing Code* along with the amendments to the same contained in this Ordinance, has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama on _____, 2022, is hereby adopted as the "Plumbing Code of the City of Mobile."

ARTICLE TWO: Published Ordinance. A copy of this Ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 *International Plumbing Code* to be published in a newspaper, nor shall the same be spread at length upon the minutes of this Council, but this Ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said 2021 *International Plumbing Code*, along with the amendments to the same, shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set herein. For the purpose of this ordinance the term contractor will hereinafter refer to Plumbing Contractor as defined and added by **ARTICLE NINE** in **SECTION 202 GENERAL DEFINITIONS.**

Contractor Responsibilities. Before any person, firm, or corporation shall engage in the plumbing business, he/she shall be qualified as set forth herein, and a license shall be obtained from the City, County, or State as required, and a proper bond posted. Where any plumbing work is being done, a Master Plumber or Journeyman Plumber shall at all times be present on the job and in actual control and in charge of the work being done. All plumbers shall be certified by the State of Alabama and Master Plumbers must be duly registered with the State of Alabama. An Alabama certified Master Plumber or Journeyman Plumber must be present at the time of the inspection for any below ground or concealed space areas. For all other inspections, their presence is not required.

Contractor License. It shall be the duty of every plumbing contractor who shall make contracts for the installation or repair of plumbing systems for which a permit is required and every contractor making such contracts and subletting the same, or any part thereof, to pay a license tax as provided in the general license ordinance. The plumbing contractor shall register his name in a book provided for that purpose, with the Code Official, giving full name, residence, and place of

business, and, in case of removal from one place to another to have made corresponding change in said register accordingly.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every plumbing contractor and sub-contractor to provide and have on file a current license and permit bond for $10,000. The bond is subject to the approval of The City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the plumbing business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owner to Obtain Permits. Homeowner's personally doing plumbing work, on the residence that they occupy and own, may be allowed to obtain plumbing permits for their residence after passing an in-house test. Sewer repair and replacements will be the exception to this testing requirement. All applicants must complete and sign an affidavit stating ownership and responsibility for all plumbing work. Any individual other than the owner performing work on a property is considered a plumbing contractor and shall meet the requirements of a plumbing contractor as set forth herein. All inspection criteria shall be the same as for plumbing contractors in ARTICLE FOUR (Contractors Criteria and Qualifications). All other properties will be considered as commercial and subject to ARTICLE FOUR.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by plumbing contractors shall have signs on both sides of the body, including the full name, address and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters indicating the firms name must be at least 1 ½ inches high.

ARTICLE EIGHT: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 1 SCOPE AND ADMINISTRATION > PART 1- SCOPE AND APPLICATION > Amend as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS – Amend to read as follows:

101.1 Title. Amend to read as follows:
101.1 Title. These regulations shall be known as the Plumbing Code of the City of Mobile, Alabama, herein after referred to as, "this Code."

101.2 SCOPE. Amend to read as follows:

101.2 Scope. The provisions of this Code shall apply to the erection, installation, alteration, repairs, relocation, and replacement, addition to, use or maintenance of plumbing systems within this jurisdiction.

101.2 Scope – Exception: Amend to read as follows:
Exception: Detached one-and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with separate means of egress, and their accessory structures not more than three stories above grade height, shall comply with the International Plumbing Code.

Add sub-paragraph 101.2.1 Appendices. To read as follows:
101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted**.**

Add sub-paragraph 101.2.2 Adopted Appendices. To read as follows:
101.2.2 Adopted Appendices. The following specific appendices shall be adopted.

B – RATES OF RAINFALL FOR VARIOUS CITIES.
D – DEGREE DAY AND DESIGN TEMPERATURES.
E – SIZING OF WATER PIPING SYSTEM.

SECTION 102 APPLICABILITY – Amend to read as follows:

102.6 Historic Buildings. Amend to read as follows:
102.6 Historic Buildings. The provisions of this Code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings, including those listed on the National Register of Historic Places or eligible for listing on the National Register of Historic Places, when such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings.

102.7 Moved Buildings. Amend to read as follows:
102.7 Moved buildings. Except as determined by Section 102.2, plumbing systems that are part of buildings or structures moved into, or moved within, the jurisdiction shall comply with the provisions of this Code for new installations.

Add Paragraph 102.12 Energy Conservation. To read as follows:
102.12 Energy Conservation. Where referenced, the International Energy Conservation Code shall be the energy code adopted and enforced by the State of Alabama.

PART 2 > ADMINISTRATION AND ENFORCEMENT > SECTION 103 CODE COMPLIANCE AGENCY > Amend to read as follows:

SECTION 103.1 Creation of Agency. Amend to read as follows:
103.1 Creation of Agency. The Plumbing Inspections Department is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

SECTION 106 PERMITS – Amend to read as follows:

106.4 By whom application is made. Amend to read as follows:
106.4 By whom application is made. Application for a permit shall be made by the person or agent to install all or part of any plumbing system. The applicant shall meet all qualifications established by statute, or by rules promulgated, by this Code, or by ordinance, or by resolution. The full name and address of the applicant shall be stated in the application. An Alabama Master Plumbing License and Business License shall be required, except for homeowners personally performing work on the residence they occupy. In the case of a home-owners permit, the homeowner must pass a competency test, given by the Code Official, for plumbing work being performed. The exception will be replacing and/or repairing existing water services and/or existing sewer lines. All others must be duly registered, licensed plumbers with the City of Mobile.

Add sub-paragraph 106.4.1 For the purposes of water heater installations only. To read as follows:
106.4.1 For the Purposes of Water Heater Installations Only. A State certified Master Gas Fitter may purchase the permit for water heater installation. Said Master Gas Fitter must adhere to the same qualifications as plumbers.

106.5 Permit issuance. Amend to read as follows:
106.5 Permit issuance. The application, construction documents and other data filed by an applicant for permit shall be reviewed by the Code Official or his designated representative. If the Code Official finds that the proposed work conforms to the requirements of this Code and all laws and ordinances applicable thereto, the application has been signed by a licensed master plumber, the street address of the location is included, and applicable fees have been paid, a

permit shall be issued to the applicant. If the application does not conform to the requirements a permit shall not be issued, and the application, with reason for refusal, shall be returned to the applicant. The Code Official may also refuse to issue permits to any individual who has failed to arrange for necessary inspections, as required by the Code, on previous permits. Projects that are re-permitted, under an existing / non-finaled permit, by a new plumber, will be required to repermit the job in its entirety for all work under said permit.

SECTION 108 INSPECTIONS AND TESTING. > 108.2 Required inspections and testing. Amend to read as follows: - Amend to read as follows:

108.2 Required inspections and testing. Sub-paragraph 1. Amend to read as follows:

1. Underground inspection (rough-in) shall be made after trenches or ditches are excavated, piping installed and the piping bedded-in, to at least, the bottom half of the pipe diameter and before any backfill is put in place.

108.2 Required inspections and testing. Sub-paragraph 2. Amend to read as follows:

2. Top-out inspection shall be made after the roof, framing, fire blocking, firestopping, draft stopping and bracing is in place and all sanitary and water distribution piping is installed, and prior to the installation of wall or ceiling membranes.

108.2 Required inspections and testing. Sub-paragraph 3. Amend to read as follows:

3. Final inspection shall be made after the building is complete (except for partials), all plumbing fixtures are in place and properly connected and sealed, and the structure is ready for occupancy.

Add 108.2 Required inspections and testing. Sub-paragraph 4. To read as follows:

4. Building sewer and other underground inspections shall be made after the piping is installed and the pipe has been bedded-in**,** to at least, the bottom half of the pipe diameter. Underground piping shall be supported along its entirety before inspection**(s)**

Add 108.2 Required inspections and testing. Sub-paragraph 5. To read as follows:

5. Water service inspection shall be made after piping, valves, and back flow preventers are installed, and before any back fill is put in place. Underground piping shall be supported along its entirety before inspection(s)

SECTION 109 FEES. Amend to read as follows:

109.2 Schedule of permit fees. Amend to read as follows:
109.2 Schedule of permit fees. On all plumbing installations requiring a plumbing permit, a fee for each plumbing permit shall be paid as required at the time of filing the application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

109.5 Refunds. Amend to read as follows:
109.5 Refunds. Plumbing permit refunds shall be issued in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.
SECTION 114 MEANS OF APPEAL - Amend as follows:

SECTION 114 MEANS OF APPEAL – Delete in its entirety**.**

Add SECTION 114 BOARD OF APPEALS. To read as follows:

SECTION 114 BOARD OF APPEALS .

Add paragraph 114.1 Construction Board of Appeals. To read as follows:
114.1 Construction Board of Appeals. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 115 VIOLATIONS. Amend as follows: . 115.4
Violation penalties. Amend to read as follows: . **115.4**
Violation penalties. Persons who shall violate a provision of the *2021 International Plumbing Code* (IPC), as amended, or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the Plumbing Official or of a permit or certificate issued under the provisions of this code shall be prosecuted, and upon conviction, be punished by a fine not to exceed five hundred dollars ($500.00). In addition, thereto, at the discretion of the court trying the case, any person so convicted may be imprisoned or sentenced to hard labor for the City for a period not exceeding six (6) months. Other penalties in accordance with Chapter 1 of the Mobile City Code may also apply. Each day that a

violation continues after due notice has been served shall be deemed a separate offense. Notwithstanding any other provision of law, the maximum penalty for every person convicted of violating any of the following offenses are as follows:

1. A violation of any provision of **ARTICLE FOUR: Contractors Criteria and Qualifications,** of this Ordinance, shall be a $500 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

2. A violation of any provision of **ARTICLE SEVEN: Vehicular Signs,** of this Ordinance, shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

3. Any act to impede, delay, deceive, obstruct, hinder, disturb or interfere in any manner with the Code Official in the execution of the Code Official's duties shall be a $100 fine. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

115.6 Unsafe Plumbing. Amend to read as follows:

115.6 Unsafe Plumbing. Any plumbing regulated by this code that is unsafe or that constitutes a fire or health hazard, insanitary condition, or is otherwise dangerous to human life is hereby declared unsafe. Any use of plumbing regulated by this code constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is hereby declared an unsafe use. Any such unsafe equipment is hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition or removal. All septic tanks and cesspools shall be pumped and filled, by the permit holder, when connecting to an existing public sewer system**.**

ARTICLE NINE > 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 2 DEFINITIONS > SECTION 202 GENERAL DEFINITIONS > Amend as follows:

Add the following Definitions - To read as follows:

COOKING ESTABLISHMENTS. Occupancy types that contain, utilize or propose the use of stoves and/or fryers.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places

either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

MAIN VENT. The principle vent for a plumbing system extending full sized from the building drain, through the roof.

PLUMBING CONTRACTOR. Any individual or business licensed, registered and holding an active certification with Alabama Plumbers and Gas Fitters Examining Board, in accordance with all the statutory requirements of the State of Alabama and the City of Mobile.

PREMISES. A lot, Plot or parcel of land, easement, public way or right-of-way, including any structures thereon.

Amend the following Definitions – Amend to read as follows:

FLOOD HAZARD AREA. The area designated as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

INDIVIDUAL SEWAGE DISPOSAL SYSTEM. A system for disposal of domestic sewage by means of a septic tank, cesspool or mechanical treatment, designed for utilization apart from a public sewer to serve a single establishment or building. This system will be allowed only if public sewer is not available.

POTABLE WATER. Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Alabama Department of Environmental Management (ADEM) drinking water standards. (A.D.E.M.-Admin code R335-7).

SEWER:

Sanitary sewer. A pipe, outside the footprint of the structure, that carries sewage and excludes storm, surface and ground water.

<u>ARTICLE TEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 3 GENERAL REGULATIONS > Amend as follows:

301 GENERAL – Amend to read as follows:

301.3 Connections to drainage system. Exception: Amend to read as follows:

Exception: Bathtubs, showers, lavatories, clothes washers and laundry trays shall discharge to the sanitary drainage system. Drainage systems referenced in Chapter 14 shall be *approved.*

SECTION 305 PROTECTION OF PIPES AND PLUMBING SYSTEM COMPONENTS – **305.4 Freezing. Amend read as follows:**

305.4.1 Sewer depth. Amend to read as follows:
305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of schedule 40 pressure rated piping and have a minimum of 12 inches (305mm) cover at the point of grease trap or septic tank connection. Building sewers, less than schedule 40 pressure rated piping, or rated drain waste and vent only, that connect to public sewage systems shall have a minimum of 12" inches (458mm) cover, and shall not be placed under driveways, parking lots or areas otherwise subjected to vehicular or heavy equipment travel paths.

SECTION 307 STRUCTURAL SAFETY - Amend to read as follows:

307.6 Piping materials exposed within plenums. Amend to read as follows:
307.6 Piping materials exposed within plenums. Piping materials exposed within plenums shall comply with the provisions or the International Mechanical Code. No floor drain or other plumbing fixture shall be installed in a room containing air handling machinery when such room is used as a plenum. When rooms are used as a plenum, equipment drains shall be conveyed through an indirect waste receptor located outside such rooms or other approved point of disposal.

Add sub-paragraph 307.7 Prohibited locations. To read as follows:
307.7 Prohibited locations. No floor drain or other plumbing fixture shall be installed in a room containing air handling machinery when such room is used as a plenum. When rooms are used as a plenum, equipment drains shall be conveyed through an indirect waste receptor located outside such rooms or other approved point of disposal.

SECTION 308 PIPING SUPPORT. Amend to read as follows:

308.9 Parallel water distribution systems. Amend to read as follows:
308.9 Parallel water distribution systems. Piping bundles for manifold systems shall be supported in accordance with Table 308.5. Support at changes in direction shall be in accordance with the manufacturer's instructions. Where hot water piping is bundled with cold or hot water piping, each hot water pipe shall be insulated.

Exception: This section shall not apply to residential occupancies.

SECTION 312 TESTS AND INSPECTIONS – Amend to read as follows:

312.2 Drainage and vent water test. Amend to read as follows:

312.2 Drainage and vent water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to a point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than 5-foot (1524mm) head of water. In testing successive sections, at least the upper 5 feet (1524mm) of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 5 feet (1524mm) of the system shall have been submitted to a test of less than a 5-foot (1524mm) head of water. The water shall be kept in the system, or in the portion under test, for at least 15 minutes before inspection starts. The system shall then be tight at all points.

312.6 Gravity sewer test. Amend to read as follows:

312.6 Gravity sewer test. The Code Official may require a gravity sewer test that shall consist of plugging the end of the building sewer at the point of connection with the public sewer, filling the building sewer with water, testing with not less than a 5-foot (1524mm) head of water and maintaining such pressure for 15 minutes.

312.8 Storm drainage system test. Delete in its entirety.

312.9 Shower liner test. This section will be used for reference only.

312.10 Inspection and testing of backflow prevention assemblies. Delete in its entirety.

<u>ARTICLE ELEVEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 4 FIXTURES, FAUCETS AND FIXTURE FITTINGS > Amend as follows:

SECTION 403 MINIMUM PLUMBING FACILITIES – 403.1 Minimum number of fixtures. Amend to read as follows:

403.1.1 Fixture calculations. Delete Exception #2 in its entirety.

403.1.3 Lavatory Distribution. Amend to read as follows:
403.1.3 Lavatory Distribution. Lavatory distribution shall be distributed according to Table 403.1 MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES

403.2 **Separate Facilities.** Delete Exception #6 in its entirety

SECTION 406 AUTOMATIC CLOTHES WASHERS - Amend to read as follows:

Add sub-paragraph 406.3 Washing machine standpipe. To read as follows:
406.3 Washing machine standpipe. Standpipe shall not terminate less than 34 inches above finished floor.

413 FLOOR AND TRENCH DRAINS - Amend to read as follows:

413.3 Size of floor drains. Amend to read as follows:
413.3 Size of commercial floor drains. Floor drains, trench drains and floor sinks, in commercial occupancies, shall have a minimum of 3-inch diameter (76 mm) drain outlet and opening**.**

Add sub-paragraph 413.5 Restrooms with urinals - To read as follows:
413.5 Restrooms with urinals. In restrooms with urinals, other than residential, floor drains shall be provided. Installation shall be in accordance with chapters 413.1, 413.2, and 413.3, and floors shall be sloped to the drain.

SECTION 416 FOOD WASTE DISPOSER UNITS - Amend to read as follows:

416.2 Domestic Food Waste Disposer Waste Outlets. Amend to read as follows:
416.2 Domestic Food Waste Disposer Waste Outlets. Domestic food waste disposers shall be connected to a trap and/or drain of not less than 2 inches (51mm) in diameter

416.3 Commercial Food Waste Disposer Waste Outlets. **Amend to read as follows:**
416.3 Commercial Food Waste Disposer Waste Outlets. Commercial food waste disposers shall be connected to a drain/trap not less than 2 inches (51mm) in diameter. Commercial food waste disposers shall be connected and trapped separately from any other fixtures or sink compartments.

SECTION 420 MANUAL FOOD AND BEVERAGE DISPENSING EQUIPMENT - Amend to read as follows:

Add sub-paragraph 420.2 Waste drains. To read as follows:

420.2 Waste drains. Waste drains for manual food and beverage dispensing equipment shall discharge to the grease trap.

SECTION 421 SHOWERS - Amend to read as follows:

421.3 Shower waste outlet. **Amend to read as follows:**

421.3 Shower waste outlet. Waste outlets serving showers shall be at least 2 inches (51mm) in diameter and for other than waste outlets in bathtubs, shall have removable strainers be not less than 3 inches in diameter with strainer openings not less than 0.25 inches in minimum dimension. Where each shower space is not provided with an individual waste outlet, the waste outlet shall be located and the floor pitched so that waste from one shower does not flow over the floor area serving another shower. Waste outlets shall be fastened to the waste pipe in an approved manner.

SECTION 421 SHOWERS > 421.4 Shower compartments. > 421.4.1 Floor and wall areas. Amend to read as follows:

Add sub-paragraph 421.4.1.1 Tub and Shower Wall or Surround Replacement. To read as follows:

421.4.1 Tub and Shower Wall or Surround Replacement. Where the wall or surround for a tub and/or shower is removed, a new valve shall be installed that complies with Section 412.

ARTICLE TWELVE: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 5 WATER HEATERS > Amend as follows:

SECTION 501 GENERAL - Amend to read as follows:

501.4 Location. Amend to read as follows:

501.4 Location. Water heaters and storage tanks shall be located and connected so as to provide ready access for observation, maintenance, servicing and replacement. All tank type water heaters and storage tanks located in attics or any overhead locations shall be accessible by a permanent fixed staircase.

Exception: 20 gallon and smaller, tank style heaters, may be installed on mezzanines without a permanent stair case. Additional disconnects will be required 6 feet maximum above finished floor so that direct access to the heater space will not be required to disconnect the appliance from water, gas and/or electricity. Access panels for the disconnects shall be marked with "factory" type labels.

Tankless style heaters shall be allowed in attic spaces provided they have a pan and meet the requirements listed in 502.3. Water heaters shall not be installed above drop ceilings.

SECTION 502 INSTALLATION - Amend to read as follows:

502.1 General. Amend to read as follows:
502.1 General. Water heaters shall be installed in accordance with the manufacturer's installation instructions. Oil-fired water heaters shall conform to the requirements of this Code and the 2021 International Mechanical Code. Electric water heaters shall conform to the requirements of this Code and provisions of the 2020 National Electrical Code. Gas fired water heaters shall conform to the requirements of the 2021 International Fuel Gas Code.

502.3 Water heaters installed in attics. Amend to read as follows:
502.3 Water heaters installed in attics. Attics containing a water heater shall be provided with a readily accessible opening and unobstructed passageway large enough to allow removal of the water heater. For tank type water heaters and storage tanks, the opening shall be accessed by a permanently fixed staircase **(**See exception in 501.4**)**. The passage way shall not be less than 30 inches (762mm) high and 22 inches (559mm) wide and not more than 20' feet (6096mm) in length when measured along the center line of the passage way from the opening to the water heater. The passage way shall have continuous solid flooring not less than 24 inches (610mm) wide. A level service space at least 30 inches (762mm) deep and 30 inches (762mm) wide shall be present at the front or service side of the water heater. The clear access opening shall be of sufficient dimensions to allow removal and replacement of the water heater, but in no case less than 20 inches by 30 inches (508mm by 762mm).

Add sub-paragraph 502.6 Prohibited locations. **To read as follows:**
502.6 Prohibited locations. Water heaters using solid, liquid or gas fuel shall not be located in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens only into such rooms or spaces. Appliances shall not be located in a room containing air-handling machinery/equipment where that room is used as a plenum.

SECTION 503 CONNECTIONS - Amend to read as follows:

Add sub-paragraph 503.3 Non-metallic pipe. To read as follows:
503.3 Non-metallic pipe. Non-metallic pipe shall not be installed within 6" inches (152mm) of the inlet, outlet, or vent of any water heater. Exceptions shall be made for *approved* transition fittings, on electric heaters, that comply with this code and the manufacturer's installation instructions. Documentation from manufacturer required.

SECTION 504 SAFETY DEVICES - Amend to read as follows:

504.2 Vacuum relief valve. Amend to read as follows:

504.2 Vacuum relief valve. Bottom fed water heaters and bottom fed tanks connected to water heaters shall have a vacuum relief valve installed. The vacuum relief valve shall comply with ANSI Z21.22. The cold-water piping shall rise above the top of the water heater, to the vacuum relief valve before connecting to the tank inlet.

504.3 Shutdown. Amend to read as follows:

504.3 Shutdown. A means of disconnecting an electric hot water supply system from its power supply shall be provided. A disconnect switch shall be provided in accordance with 404.9.1 of the IECC and the 2020 National Electrical Code. A separate valve shall be provided to shut off the fuel supply to all other types of hot water supply systems. Required electrical disconnect, timers, controls and fuel shut off shall be located within 6 feet (1524mm) of the water heater and a maximum of 6 feet (1524mm) above finished floor with identifying label.

504.6 Requirements for discharge piping. Amend to read as follows:

504.6 Amend item #5 to read: Discharge to a waste receptor or to the outdoors only.

504.7 Required Pan. Amend to read as follows:

504.7 Required pan. Where water heaters or hot water storage tanks that are installed in locations where leakage of the tanks or connections will cause damage, the tank or water heater shall be installed in a pan that complies with the requirements of the *2021 International Plumbing Code.*

504.7.1 Pan size and drain. Amend to read as follows:

504.7.1 Pan size and drain. The pan shall not be less than 1 1/2 inches (38mm) deep and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect, hot rated waste pipe, having a minimum diameter of 1 inch (25.4mm).

Add SECTION 506 MINIMUM CAPACITIES – To read as follows:

Add sub-paragraph 506.1 Residential. To read as follows:

506.1 Residential. Water heaters installed in residential occupancies shall be sized in accordance with TABLE 506.

Add sub-paragraph 506.2 Commercial. To read as follows:

506.2 Commercial. Water heaters installed in commercial occupancies shall be sized by a qualified design professional, licensed in the State of Alabama. All food establishments shall have a 30-gallon minimum or equal. This includes coffee shops, smoothie or ice cream shops and similar establishments that are in the business of serving food or drinks.

Add TABLE 506 MINIMUM CAPACITIES FOR WATER HEATER to read as follows:

TABLE 506

MINIMUM CAPACITIES FOR WATER HEATER[1]

FUEL		GAS	ELECT.	OIL	GAS	ELECT.	OIL	GAS	ELECT.	OIL	GAS	ELECT.	OIL
NUMBER OF BEDROOMS			1			2			3				
1 to 1 ½ Baths	Storage(gph)	20	20	30	30	30	30	30	40	30			
	Input	27	2.5	70	36	3.5	70	36	4.5	70			
	Draw(gph)	43	30	89	60	44	89	60	58	89			
	Recovery(gph)	23	10	59	30	14	59	30	18	59			
NUMBER OF BEDROOMS			2			3			4			5	
2 to 2 ½ Baths	Storage(gph)	30	40	30	40	50	30	40	50	30	50	66	30
	Input	36	4.5 58	70	36	5.5 72	70	38	5.5 72	70	47	5.5 88	70
	Draw(gph)	60	18	89	70	22	89	72	22	89	90	22	89
	Recovery(gph)	30		59	30		59	32		59	40		59
NUMBER OF BEDROOMS			3			4			5			6	
3 to 3 ½ Baths	Storage(gph)	40	50	30	50	66	30	50	66	30	50	80	40
	Input	38	5.5	70	38	5.5	70	47	5.5	70	50	5.5	70
	Draw(gph)	72	72	89	82	88	89	90	88	89	92	102	99
	Recovery(gph)	32	22	59	32	22	59	40	22	59	42	22	59

1 gph = 1.05 mL/s

Note:

1. Storage capacity, input and the recovery requirements indicated in the table are typical and may vary with each individual manufacturer. Any combination of these requirements to produce the 1-hour draw stated shall be satisfactory. Recovery is based on 100°F (37.8°C) water temperature rise. The input rating is in units of one thousand BTUs per hour for gas and oil, and one thousand watts per hour for electric.

Example: For a 3-bedroom, 2 bath residence there are three choices as follows: A 40-gal storage/30gph recovery gas heater; a 50-gal storage/22gph recovery electric heater; or a 30-gal storage/59gph recovery oil heater; or an equivalent combination which will produce at least a 70 gph total draw.

ARTICLE THIRTEEN: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 6 WATER SUPPLY AND DISTRIBUTION > Amend as follows:

SECTION 602 WATER REQUIRED - Amend to read as follows:

602.3 Individual Water Supply. Amend to read as follows:
602.3 Individual Water Supply. Every building in which plumbing fixtures are installed and all premises having water piping shall be connected to public water, where available. Where potable public water supply is not available, individual sources of potable water supply shall be *approved*.

SECTION 603 WATER SERVICE - Amend to read as follows:

603.1 Size of water service pipe. Amend to read as follows:
603.1 Size of water service pipe. The water service pipe and fixtures shall be sized to supply water to the structure in the quantities and at the pressures required by this Code. The minimum inside diameter of the water service shall be ¾ inch (19.1mm).

Add sub-paragraph 603.1.1 Fittings. To read as follows:
603.1.1 Fittings. All service lines with insert fittings having less than ¾ inch (19.1mm) inside diameter shall require a minimum of 1-inch (25.4mm) pipe to the first manifold or water heater.

Add Paragraph 603.2 Separation of water service and building sewer. Exception: To read as follows:

603.2 Separation of water service and building sewer.

Exception: This does not apply to force main or pressurized sewers; a separate ditch is required.

603.2.1 Water service near sources of pollution. Amend to read as follows:
603.2.1 Water service near sources of pollution. Potable water services pipes shall be separated from septic tanks, and septic tank disposal fields in accordance with Alabama Department of Public Health (ADPH) rules. See section 605.1 for soil and ground water conditions.

SECTION 604 DESIGN OF BUILDING WATER DISTRIBUTION SYSTEM Amend to read as follows:

604.1 General. Amend to read as follows:

Add sub-paragraph 604.1.1 Piping below slab. To read as follows:
604.1.1 Piping below slab. All piping below slab shall be seamless tubing.

604.3 Water distribution system design criteria. Amend to read as follows:

604.3 Water distribution system design criteria. The water distribution system shall be designed, and pipe and fitting sizes shall be selected such that under conditions of peak demand, the capacities at the fixture supply pipe outlets shall not be less than shown in Table 604.3. The minimum flow rate and flow pressure provided to the fixtures and appliances not listed in table 604.3 shall be in accordance with manufacturer's installation instructions. All systems utilizing insert type fittings that reduce the inside diameter of the pipe shall be limited to 1 fixture per 1/2 inch or less supply piping.

SECTION 605 MATERIALS, JOINTS AND CONNECTIONS - Amend to read as follows:

TABLE 605.3 WATER SERVICE PIPE - Amend as follows:
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe and galvanized steel.

TABLE 605.4 WATER DISTRIBUTION PIPE - Amend as follows:
Delete: Galvanized steel pipe.

TABLE 605.5 PIPE FITTINGS - Amend as follows:
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe

SECTION 607 HOT WATER SUPPLY SYSTEM - Amend to read as follows:

607.2 Hot or tempered water supply to fixtures. Amend to read as follows:
607.2 Hot or tempered water supply to fixtures. The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 50 feet (15 240 mm). Recirculating system piping and heat-traced piping shall be considered to be sources of hot or tempered water.

Exception: In residential occupancies the developed length of hot or tempered water piping from water heater to the fixture shall not exceed 100 feet.

SECTION 608 PROTECTION OF POTABLE WATER SUPPLY - Amend to read as follows:

608.18 PROTECTION OF INDIVIDUAL WATER SUPPLIES – Amend to read as follows:

608.18 Protection of individual water supplies. This section is for reference only; individual water supplies are regulated by the Alabama Department of Environmental Management (ADEM).

TABLE 608.18.1 for reference only.

TABLE 608.18.1
DISTANCE FROM CONTAMINATION TO PRIVATE
WATER SUPPLIES AND PUMP SUCTION LINES

SOURCE OF CONTAMINATION	DISTANCE (feet)
Barnyard	100
Farm silo	25
Pasture	100
Pump house floor drain of cast iron draining to ground surface	2
Seepage pits	100
Septic tank	50
Sewer	10
Subsurface disposal fields	100
Subsurface pits	100

For SI: 1 foot = 304.8mm.

ARTICLE FOURTEEN: 2012 INTERNATIONAL PLUMBING CODE > CHAPTER 7 SANITARY DRAINAGE > Amend to read as follows:

SECTION 701 GENERAL - Amend to read as follows:

701.2 Connection to sewer required. Amend to read as follows:
701.2 Connection to Sewer required. Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer, where available. An approved private sewage disposal system in accordance with Alabama Department of Public Health rules shall be required where public sewer is not available.

Exceptions:
1. Alternative materials, design and methods of construction and equipment shall be *approved***.** **(**Also see 301.3)

2. At the time of adoption of this Code, existing private sewage systems shall be allowed to remain in use until failure or repairs are necessary. Then connection to public sewer shall be required if it is available.

SECTION 702 MATERIALS –Amend to read as follows:

TABLE 702.1 ABOVE-GROUND DRAINAGE AND VENT PIPE
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe and galvanized steel pipe.

702.2 Underground building sanitary drainage and vent pipe. Amend to read as follows:

Add sub-paragraph 702.2.1 Minimum size. To read as follows:
702.2.1 Minimum size. The minimum pipe size installed underground in a sanitary drainage system, within a building, shall be 2 inch (50.8mm) nominal pipe size.

TABLE 702.2 UNDERGROUND BUILDING DRAINAGE AND VENT PIPE
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe.

TABLE 702.3 BUILDING SEWER PIPE
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe.

TABLE 702.4 PIPE FITTINGS
Delete: Acrylonitrile butadiene styrene (ABS) plastic pipe.

SECTION 705 JOINTS > Amend to read as follows:

705.10 PVC plastic. 705.10.1 Mechanical joints. Amend to read as follows:
705.10.1 Mechanical Joints. Mechanical joints on drainage pipes of the same diameters shall consist of an elastomeric sealing sleeve and a metallic shield that comply with CISPI 310, ASTM C1277 or ASTM C1540. The elastomeric sealing sleeve shall conform to ASTM C564 or CSA B602 and shall be provided with a center stop. Alternative methods or materials shall be *approved.*

705.11 Vitrified clay. Amend to read as follows:
705.11 Vitrified clay. Mechanical joints on drainage pipes of the same diameters shall consist of an elastomeric sealing sleeve and a metallic shield that comply with CISPI 310, ASTM C1277 or ASTM C1540. The elastomeric sealing sleeve shall conform to ASTM C564 or CSA B602 and shall be provided with a center stop. Alternative methods or materials shall be *approved.*

SECTION 706 CONNECTIONS BETWEEN DRAINAGE PIPING AND FITTINGS - Amend to read as follows:

706.4 Heel- or side-inlet quarter bends. Delete in its entirety.

SECTION 707 PROHIBITED JOINTS AND CONNECTIONS – To read as follows:

Add 707.1 Prohibited joints #7. To read as follows:

707.1 Prohibited joints #7. Connections between drain and waste pipes, of the same diameter, without an approved shield.

SECTION 708 CLEANOUTS – 708.1 Cleanouts required. - 708.1.1 Horizontal drains and building drains. Amend to read as follows:

Add sub-paragraph 708.1.1.1 Kitchen sink Cleanouts. To read as follows:
708.1.1.1 Kitchen Sink Cleanouts. A cleanout shall be required where the stack serving the kitchen sink is located on an exterior wall, or where the stack is located in a wall that is shared with the garage or storage room outside of the insulated building envelope. The cleanout shall be located above the horizontal connection of the drain arm to the stack, and shall open to the outdoors, garage or storage room.

Add 708.1.9 Installation arrangement. Exception #3. To read as follows:
708.1.9 Exception #3. Building sewer and property service lateral connection. There shall be a two way clean out fitting located at the sewer conjunction of service lateral and building sewer outside of right of way. Clean-out shall be installed on the lateral before any vertical or horizontal off-sets are made.

SECTION 709 FIXTURE UNITS – Amend as follows:

TABLE 709.1 DRAINAGE FIXTURE UNITS FOR FIXTURES AND GROUPS. Amend to read as follows:

Kitchen sink, domestic - Minimum size of trap (inches) shall be 2 (50.8mm).

Kitchen sink, domestic with food waste disposer, dishwasher or both - Minimum trap size (inches) shall be 2 (50.8mm).

Add: Domestic style breakroom sinks in commercial occupancies- Minimum trap size (inches) shall be 2 (50.8mm).

SECTION 710 DRAINAGE SYSTEM SIZING - Amend to read as follows:

TABLE 710.1. (1) BUILDING DRAINS AND SEWERS - To read as follows: Add Notes to TABLE 710.1 (1) as follows:

b. The maximum number of water closets on a 3-inch (76.2mm) pipe shall be 3.
c. No building sewer shall be less than 4-inch (101.6mm) diameter.
d. Minimum size of building drain, in a commercial building, shall be a minimum of 4 inches (101.6mm). and installed to the first restroom or bathroom group
e. The pipe size for the main building drain or main branch, for the grease waste system, shall be 4" minimum (101.6mm).

SECTION 714 BACKWATER VALVES - Amend to read as follows:

Paragraph 714.1 Sewage backflow. Amend to read as follows:
714.1 Sewage backflow. Where a plumbing drainage system may be subject to a back-flow of sewage including, but not limited to the installation fixtures below the level of the nearest upstream manhole cover, suitable provisions shall be made by the contractor or property owner, to prevent all on-premise (private property) generated effluent from entering the building. For off-premise generated effluent (not private property) either the owner, contractor, or, if part of the public sewer system, the public sewer authority may be required to install overflow protection for the premises. Check valves or mechanical devices shall not be allowed in the sanitary sewer system without approval of the Code Official.
EXCEPTION: Shall be left as written in the code

ARTICLE FIFTEEN: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 8 INDIRECT/SPECIAL WASTE > Amend as follows:

SECTION 802 INDIRECT WASTES –802.1 Where required. - Amend to read as follows:

802.1.2 Floor drains in food storage areas. Exception. - Amend as follows:

802.1.2 Floor drains in food storage areas. **Exception**. Delete in its entirety.

802.1.4 Swimming pools. Amend to read as follows:
802.1.4 Swimming Pools. Where waste water from swimming pools, backwash from filters and water from pool deck drains discharge to the building drainage system, the discharge shall be through an indirect waste pipe by means of an air gap into a waste receptor. This waste receptor may connect to city sewer OR on-site irrigation. All discharged waste to irrigation shall comply with ADEM rules and regulations. Pool waste shall not be placed on streets, on or across neighboring properties, or any place in the estimation of the Code Official where it is considered a nuisance.

802.4 Waste receptors. Amend to read as follows:

802.4.2 Hub drains. To read as follows:
802.4.2 Hub Drains. A hub drain shall be in the form of a hub or a pipe extending not less than 1 inch (25mm) above a water-impervious floor. Hub drains shall have a minimum opening diameter of 4 inches (101.6mm) unless otherwise *approved*.

<u>ARTICLE SIXTEEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 9 VENTS > Amend as follows:

SECTION 903 VENT TERMINALS – 903.1 Vent terminal required. - Amend to read as follows:

903.1.1 Roof extension unprotected. Amend to read as follows:
903.1.1 Roof extension unprotected. All open vent pipes that extend through a roof shall be terminated not less than 6 inches (152mm) above the roof.

SECTION 906 VENT PIPE SIZING – 906.1 Size of stack vents and vent stacks. Amend as follows:

Add sub-paragraph 906.1.1 Minimum size. To read as follows:
906.1.1 Minimum size. Every building in which plumbing is installed shall have at least one stack the size of which is not less than 3 inches (76mm) in diameter. Such stack shall run undiminished in size and as directly as possible from the building drain through to the open air or to a vent header that extends to the open air. The main stack vent in a detached garage or other accessory building with 10 Drainage Fixture Units or less may be 2 inches.

SECTION 909 FIXTURE VENTS – Amend as follows:

909.1 Distance of trap from vent. Exception - Amend as follows:
909.1 Distance of trap from vent. Exception - Delete Exception in its entirety**.**

SECTION 912 – WET VENTING – 912.1 Horizontal wet vent permitted. –

Add sub-paragraph 912.1.1 VERTICAL WET VENT PERMITTED. Exception –To read as follows:

912.1.1 Vertical wet vent permitted.
Exception: Where a kitchen sink, with or without a dishwasher and/or disposal, is located on a common wall with a single bathroom group, that is vented by a single minimum 3" (76mm) vertical wet vent, such sink shall be allowed to discharge into that 3" (76mm) minimum size vertical stack. Automatic clothes washers shall not discharge into this arrangement.

SECTION 916–ISLAND FIXTURE VENTING > Amend as follows:

Add sub-paragraph 916.4 Optional Island Fixture Vent Permitted. To read as follows: 916.4 Optional Island Fixture Vent Permitted. A combination waste and vent is allowed for an island kitchen sink provided the vertical and horizontal drain is a minimum of 3" (76mm) in diameter, the horizontal drain is within 15' (9.7m) of a vent or vented branch and a clean-out is provided on top of the 3 inch tee. If the upstream vent connection is an automatic clothes washer, that washer branch shall be 3" (76mm) minimum, up to and including, the horizontal to vertical 90°. Island vents used for applications other than island sinks shall be *approved.*

SECTION 917 SINGLE STACK VENT SYSTEM - Delete in its entirety.

SECTION 918 AIR ADMITTANCE VALVES – 918.1 General. – Amend as follows:

Add sub-paragraph 918.1.1 Connection. To read as follows:
918.1.1 Connection. Air admittance valves may be used only with prior approval of the Code official.

ARTICLE SEVENTEEN: 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 10 > TRAPS, INTERCEPTORS AND SEPARATORS > SECTION 1003 INTERCEPTORS AND SEPARATORS > Amend as follows:

1003.1 Where required. Amend to read as follows:
1003.1 Where required. In addition to the requirements of this code, *properly sized* interceptors shall be required for cooking establishments, dumpsters serving cooking establishments and all three (3) basin sinks.

1003.3 Grease interceptors. – **1003.5 Hydromechanical grease interceptors, fats, oils and greases disposal systems and automatic grease removal devices**. - **Paragraph 1003.3.5.1 Grease Interceptor Capacity. Amend to read as follows:**

1003.3.5.1 Grease interceptor capacity. Grease interceptors shall have the grease retention capacity indicated in Table 1003.3.5.1 for flow-through rates indicated. The minimum capacity requirement shall comply with Table 1003.3.5.1, unless designed by a qualified design professional licensed in the State of Alabama.

TABLE 1003.3.5.1 GREASE INTERCEPTOR CAPACITY - Amend to read as follows:
TABLE 1003.3.5.1A CITY OF MOBILE APPROVED GREASE TRAP SIZING FORMULA
Note: add 25 seats for each drive through

CODE	*EXPLANATION*
D	Total number of seats
MF	Meal Factor, based on establishment type and average time per meal 1.33 Fast Food/Cafeteria (45 min) 1.00 Restaurant (60 min) 0.67 Leisure Dining (90 min) 0.50 Dinner Club (120 min)
GL	Gallons of wastewater per meal 6 With dishwashing machine 5 Without dishwashing machine 2 Single service kitchen 1 Food Waste Disposal
RT	Retention time 2.5 Commercial kitchen 1.5 Single service kitchen
ST	Storage factor, based on hours of operation 1.0 Operation of 8 hours 1.5 Operation of 12 hours 2.0 Operation of 16 hours 2.5 Operation of 24 hours 1.5 Single service kitchen

Notes: 1. Minimum grease interceptor size, if connected to a septic tank system shall be determined by the Board of Health on site division.

2. Minimum grease interceptor size, if connected to public sewer, shall be 1,000 gallons, unless designed by a qualified design professional, licensed in the State of Alabama. A letter from the engineer and owner(s) will be required.

3. The minimum grease trap size required is the size as determined by the above formula. If this size, as determined by the formula, is less than 500 gallons, then the grease trap size shall be 500 gallons minimum, unless designed by a qualified design professional, licensed in the State of Alabama. The latter will require a letter from the engineer and business owner.

4. The construction plans submitted with the permit application shall show the capacity of the grease interceptor and the above grease interceptor capacity formula with all formula code values identified.

5. If there are no customers seats (carryout facility) use 25 for the number of seats. Add 25 seats to facilities that have a drive-thru, unless they have no seats. If the facility is a

church, hospital, nursing home, school or daycare, the calculation will be 3 gallons per meal served at meal time. For example, if a school has 2000 students they will need 6000-gals GT capacity (Per MAWSS).

Add sub-paragraph 1003.3.5.3 Grease interceptor sizing. To read as follows:
1003.3.5.3 Grease interceptor sizing. Grease trap (GT) size or grease interceptor (GI) capacity shall be determined by using the following formula and table:

D x MF x GL x RT x ST= GT size (gallons)

*****For 3 basin sinks and interceptors other than ones intended for an entire cooking facility:**

Basin length (inches) x Width (inches) x Depth (inches) = Basin Cubic Inches
Basin Cubic Inches x Total number of Basins= Total Cubic Inches
Divide Total Cubic Inches by 231= GPM
GPM x 0.75 = Adjusted GPM
GPM x 1 = Flow Rate Capacity (gpm.)

*******The resulting GPM is the required flow rate to drain the sink in one minute

Add sub-paragraph 1003.3.5.4 Baffling Requirements for unmarked (no ASTM#) Grease Interceptors. To read as follows:
1003.3.5.4 Baffling Requirements for unmarked (no ASTM#) Grease interceptors. All grease interceptors shall have a minimum of two (2) baffles. The nearest baffle from entry point of effluent shall allow flow under the baffle wall. The second baffle will allow flow over the top of baffle wall. Inlet tees shall have a drop pipe a min. of 12 inches long. Exit fittings (tees) shall have a drop pipe that extends to within 12 inches of bottom of tank. Suitable room for rodding must be allowed at top of each tee. All grease interceptors shall be accessible for pumping and cleaning with access covers at each end of trap.

Add sub-paragraph 1003.3.5.5 Grease Interceptor Sampling Port. To read as follows:
1003.3.5.5 Grease Interceptor Sampling Port. A clean out shall be installed immediately downstream of the grease interceptor for the purpose of acquiring grease interceptor effluent samples. The clean-out tee and the clean-out riser shall be one pipe size larger than the discharge piping serving the grease trap.

<u>ARTICLE EIGHTEEN:</u> 2021 INTERNATIONAL PLUMBING CODE > CHAPTER 11 STORM DRAINAGE > Amend as follows:

SECTION 1101 GENERAL - Amend to read as follows:

Add Paragraph 1101. Storm Water Drain Ordinance. To read as follows:
1101. Storm Water Drain Ordinance. This chapter is adopted for reference purposes only; Refer to the "Storm Water Management and Flood Control Ordinance" enforced by the City of Mobile Engineering Department.

ARTICLE NINETEEN: Amend CHAPTER 12 SPECIAL PIPING AND STORAGE SYSTEMS to read as follows:

Chapter 12 Special Piping and Storage – Delete in its entirety.

ARTICLE TWENTY: Amend CHAPTER 14 SUBSURFACE GRAYWATER SOIL ABSORBTION SYSTEMS > SECTION 1401 GENERAL > 1401.1 Scope. > Amend as follows:

Add sub-paragraph 1401.1.1 Approval. To read as follows:
1401.1.1 Approval. Chapter 14 may only be used with prior approval of the Code Official.

ARTICLE TWENTY-ONE: SEPARATION CLAUSE. If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:30 PM
Legal	Kern, Chris	Approved	10/27/2022 - 2:00 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

THE CITY OF MOBILE, ALABAMA

FIRE, BUILDING AND MUNICIPAL ENFORCEMENT
2021 CODE UPDATE

October 27, 2022

Mobile City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

In coordination with the Fire Bureau, Build Mobile Inspection Services and Municipal Enforcement departments, along with support from the abbreviated Codes Review Committee, the City of Mobile is proposing the adoption of the following codes:

2021 International Fire Code
2021 International Building Code
2021 International Residential Code
2021 International Existing Building Code
2021 International Mechanical Code
2020 National Electric Code
2021 International Plumbing Code
2021 International Fuel Gas Code and the
2021 International Property Maintenance Code

For your review and consideration, copies of the new ordinance are attached. Also, please find enclosed a summary document which provides an overview of the codes review process, review committee participation, as well as the process timeline.

If you have any specific questions or concerns, please let me know. As always, thank you for your support.

Sincerely,

Shayla Jones Beaco

Shayla Jones Beaco
Build Mobile

Attachments

City of Mobile
Code Adoption Summary

Purpose and Intent

For the City of Mobile to adopt the most current 2021 Construction/Trade, Fire and Property Maintenance Codes, bringing our regulations in-line with the State of Alabama and more in sync with surrounding communities. Updated code adoption is necessary for the safety and protection of property and is inclusive of new products and new construction techniques that can make construction more cost effective and efficient.

The City of Mobile Fire Department is required to update the codes in in order to keep their ISO 1 Rating.

Codes to be Adopted			
Code	Department	Current Year	Year to Adopt
International Fire Code (IFC)	Fire	2012	2021
International Building Code (IBC)	Inspections: Building	2012	2021
International Residential Code (IRC)	Inspections: Building	2012	2021
International Existing Building Code (IEBC)	Inspections: Building	2012	2021
International Mechanical Code (IMC)	Inspections: Mechanical	2012	2021
National Electric Code (NEC)	Inspections: Electrical	2014	2020
International Plumbing Code (IPC)	Inspections: Plumbing	2012	2021
International Fuel Gas Code (IFGC)	Inspections: Mechanical/Plumbing	-	2021
International Property Maintenance Code (IPMC)	Municipal Enforcement	2015	2021

Ordinance Review Process

Fall 2021 & Spring 2022: Internal teams reviewed published Significant Changes from each code series and complied the changes into a document. Build Mobile worked directly with City Legal to draft the updated ordinances.

May 12, 2022: City staff held a meeting with the designees from the following trade organizations, per the ordinance, in addition to a representative from the Fire and Plumbing industry. The meeting involved an overview of the Significant Changes by the applicable department(s), with discussion. Questions and issues brought up by the Review Committee were answered by City Departments and/or brought back to the City staff for more discussion, and in turn, communicated back to the Review Committee.

Review Committee: Organization or Trade representatives		City Staff (participating)	
Mark M. Aldred	Mobile Chapter of AIA	Shayla Beaco	Ex. Director Build Mobile
Roger Smith, PE	Mobile Chapter ASPE	Marion McElroy	Sen. Director Build Mobile
Rick Lambert	Mobile Building Trades Council	Todd McClung	Dep Dir Inspection Services
Johnny Murphy	Association of General Contractors	Wendy Mead	Chief Electrical Inspector
Vince Lacoste	Home Builders Association of Mobile	Bob Scroggins	Chief Mechanical Inspector
Rick True	Air Conditioning Contractors Assoc.	Joe Alexander	Chief Plumbing Inspector
Stewart Brooks	Mobile Chapter of NECA	Brenda Moses, Sam Allen	Fire Bureau
Ken Trawick	Master Plumber	David Daughenbaugh	Property Maintenance
Dylon McKeough	Fire Consultant	Cherlina Monteiro	City Legal

August & September 2022: City staff held in-person meetings with each City Council member where the intent and process was explained and discussed. Several Council members identified industry professionals that they wished to be included in the adoption discussion. City staff reached out to each named professional and received verbal support of the adoption from each of them.

Points of Interest

- The City of Mobile proposes adoption of the Fortified Roof Coastal Supplement.
- In accordance with the recommendations of the NFPA and the NEC, the City of Mobile is proposing to include the new mechanical GFCI requirements but will delay enforcement until a future date set forth in the ordinance. This delay will allow the electrical trade industry and manufacturers time to align with the new requirements.
- The Fuel Gas Code drawings will be required for all commercial projects, new residential and complete system replacements. Options include a certified State of Alabama Master Gas Fitter or registered design professional.

AN ORDINANCE TO AMEND CHAPTER 52, ARTICLE 1 OF THE MOBILE CITY CODE

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That pursuant to Alabama Code Section 11-45-8 (1975), the *2021 Edition of the International Property Maintenance Code* and Appendices, as amended and contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on _____**,** 2022, is hereby adopted as "The Property Maintenance Code of the City of Mobile." The ordinance will become effective sixty (60) days after adoption by the City Council.

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 International Property Maintenance Code to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said minutes.

ARTICLE THREE: Effective Date. The said *Property Maintenance Code of the City of Mobile* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

CHAPTER 52, ARTICLE ONE, of the Mobile City Code, is hereby amended to read as follows:

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 Title. These regulations shall be known as the *Property Maintenance Code* of the City of Mobile, hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an owner's authorized agent, *operator*s and *occupants*; the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

101.3 Purpose. The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a minimum level of health, safety and general welfare as required herein.

101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the *structure* or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, *owner's* authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, structures and *premises*.

102.3 Application of other codes. Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code* and NFPA 70 (National Electrical Code). Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure that is dangerous, unsafe and insanitary.

102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

102.6 Structural analysis. Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

102.7 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.8.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.9 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

102.10 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.11 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 ADMINISTRATION AND ENFORCEMENT

SECTION 103 CODE COMPLIANCE AGENCY

103.1 General. The Code Compliance Agency for the City of Mobile is the Department of Municipal Enforcement and the official in charge thereof shall be known as the code official. The function of the department shall be the implementation, administration and enforcement of the provisions of this code.

103.2 Appointment. The code official shall be designated by the Mayor or the Mayor's designee.
103.3 Enforcement officers. In accordance with the prescribed procedures of this jurisdiction and

with the concurrence of the Mayor, the Code Official shall have the authority to designate enforcement officers, inspectors and other employees. Such employees shall have powers as delegated by the code official.

SECTION 104 FEES

104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

SECTION 105 DUTIES AND POWERS OF THE CODE OFFICIAL

105.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

105.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the designating authority.

105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the structure or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such structure or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner's* authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

105.4 Identification. The *code official* shall carry proper identification when inspecting *structure*s or *premises* in the performance of duties under this code.

105.5 Notices and orders. The *Code Official*, or his or her designee, shall issue all necessary notices of violation or orders, municipal offense tickets, citations, uniform non traffic citation and complaint, or complaints and summons to ensure compliance with this code.

105.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

105.7 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

105.7.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

SECTION 106 APPROVAL

106.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

106.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved.*

106.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall

have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

106.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

106.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

106.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

106.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

106.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 107 MEANS OF APPEAL - Delete in its entirety

SECTION 108 BOARD OF APPEALS

108.1 Membership of board. The Board of Appeals, herein called the Construction Board of Appeals, shall be in accordance with the applicable sections regarding appeals of the International Building Code and the Ordinance Adopting the International Building Code.

SECTION 109 VIOLATIONS

109.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

109.2 Notice of violation. The *Code Official* shall serve a notice of violation, order, or citation in accordance with Section 111.4.

109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense.* If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

109.4 Violation penalties. It shall be unlawful for any person to violate any provision of this code. Upon conviction, any person violating this code shall be assessed a fine of not less than $250.00 and not more than $500.00, plus court costs and fees. Every day a violation of this code shall continue shall constitute a separate violation and offense. This section is expressly in addition to, and is not intended to limit or in any other manner affect the provisions for civil infractions in section 109.3 herein or under law.

109.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, *structure or premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure or premises*.

SECTION 110 STOP WORK ORDER

110.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

110.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

110.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION 111 UNSAFE STRUCTURES AND EQUIPMENT

111.1 Unsafe Conditions. When a structure or equipment is found by the *code official* to be unsafe, or when a structure is found unfit for human *occupancy,* or is found unlawful, such structure shall be *condemned* pursuant to the provisions of this code.

111.1.1 Unsafe Structures. An *unsafe structure* is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants of the structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.2 Unsafe Equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

111.1.3 Structure unfit for human occupancy. A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation,* illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

111.1.4 Unlawful structure. An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

111.1.5 Dangerous structure or premises. For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged.

4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. 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. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. 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.
8. Any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or structure, because of a lack of sufficient or proper fire- resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

111.2 Closing of vacant structures. If the structure is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the structure closed up so as to not be an attractive nuisance in accordance with 112.2.2. Upon failure of the *owner* to close up the *premises* within twenty (20) days of the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and

the cost thereof, plus a fee equal to all direct and indirect costs incurred with administration and enforcement of this section in regard of the structure, shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate and may be collected by any other legal resource. .

111.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building structure or service system shall be notified in writing as soon as practical thereafter.

111.2.2 Boarding Methods Required for Commercial Property and Residential Property.

(a) General Requirement. Unless otherwise provided in this Chapter, all property that is unsecure shall be secured by boarding unsecure windows, doors, and other openings with sheeting material in accordance with this Section. As used herein, "sheeting material" or "sheeting" means a minimum of .177-inch thick clear or semi-clear shatter-proof polycarbonate material with a strength capable of sustaining impact without breaking or shattering, absent excessive force. Sheeting shall be installed in a manner intended to provide an appearance approximating glass in the window casings and consistent in appearance with the surrounding surface in the case of all other openings that require securing. Unless otherwise granted a waiver by the *code official* from strict compliance herewith, materials such as plywood, particle board, wafer board, Masonite or other similar material shall not be used for boarding up commercial property. Property may be boarded with polycarbonate sheeting material.

(b) Boarding Standard - Windows.

i. Internal Compression Method. Windows with broken, missing, or removed glass, or that are otherwise unsecure, shall be boarded as follows:

1. All remaining broken glass shall be removed from the window opening including damaged frames as to provide a clean opening;
2. The sheeting material shall be cut to match the dimensions of the inside of the window casing so that when installed, the sheeting will fit tightly and not permit a tool to be placed behind it;
3. A ½-inch hole shall be drilled into each of the four corners of the sheeting material. The holes shall be positioned so they are no more than 1-inch from the window frame at the width and no more than 6 inches from the window sill and top frame.

4. Two solid continuous composite cross-beams shall be cut in sufficient length to be no less than 3.5 inches longer than the horizontal width of the interior window casing and extending not longer than 6 inches longer than the horizontal width of

   the interior window casing. Each cross-beam shall be predrilled with 7/16-inch holes that are positioned to match the horizontal pattern of the holes in the sheeting.

5. The sheeting shall be secured in place over the exterior of the window opening by placing a ⅜-inch corrosion resistant, smooth-head carriage bolt through each of the holes in the sheeting and then placing one washer onto each of the carriage bolts; the cross-beams shall then be aligned and affixed to such carriage bolts from the interior of the window opening. Another nut and washer shall be placed onto each of the carriage bolts and tightened with a ratchet to achieve sufficient torque and a slight deflection in the cross-beams so that the nuts cannot be loosened by hand. Once secured, no space shall exist between the sheeting and the exterior window casing. ii. Exterior Screw Method. Fixed or inoperable windows with intact glass; or windows in which the internal compression method is impractical shall be secured as follows:

1. The sheeting material shall be cut to match the dimensions of the inside of the window casing so that when installed, the sheeting will fit tightly and not permit a tool to be placed behind it;

2. Drill and countersink holes shall be made along the perimeter of the sheeting material starting with a hole at each of the four corners and adding additional holes at 10-inch increments around the perimeter of the sheeting. Minimum length 2-inch corrosion resistant security head screws shall be used in each hole to affix the sheeting to the window frame or exterior casing.

3. In the event the sheeting cannot be secured by cutting the sheeting material so as to neatly fit the inside window casing, the sheeting shall be placed over the exterior window casing such that the sheeting material covers the entire window casing and is flush with the exterior dimension of the casing. The sheeting material shall be secured with minimum length 2-inch corrosion resistant security head screws secured at the corners, and along the sheeting outer edges in 10-inch spaced increments as described in subsection (a) above. iii. Waivers. The *code official* may grant waivers from this section under, but not limited to, the following circumstances:

1. Physical characteristics which make installation of the sheeting impractical (for example, due to excessive frame, door and/or wall damage, or windows that are in an arc or other unusual inset or characteristic);

2. Economic Hardships; or,

3. Unavailability of the sheeting material.

Properties the subject of the waiver may be secured in any manner, subject to the *code official*'s approval, necessary to achieve substantive compliance with this chapter.

(c) Boarding Standard - Unsecure Doors; Sliding or Other Doors.

i. Exterior Access Door. At least one exterior door shall allow authorized persons access to the interior of the Property. Such exterior access door may be secured by:

1. Using a solid core wood or steel door with no windows or other openings in the door;

2. Or hinged sheeting material. The door shall be securely locked using a padlock and hasp assembly that is bolted through the door or sheeting material. The lock loop portion of the hasp shall be attached to the door frame using a minimum of 3-inch long security screws.

ii. Sliding glass doors and other exterior doors. Sliding glass doors or exterior doors other than the exterior access door shall be secured in the same manner as described in Section 112.2.2.(b).ii.

111.3 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy of the structure* and the nature of the unsafe condition.

111.4 Notices and orders for violations of this code. Whenever the *Code Official* determines that there has been a violation of this code, or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 114.1 and 114.2 to the *owner*, the *owner's* authorized agent or the person responsible for the violation as specified in this code.

Whenever the *code official* has *condemned* a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the *owner* or the person or persons responsible for the structure or equipment in accordance with Section 110.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section 111.4.1 and 111.4.2. Notices for condemnation procedures shall, except in cases of Emergency Measures as described in Section 113, also comply with Section 111.4.

111.4.1 Form. Such notice prescribed in Section 110.1 shall be in accordance with all of the following:

1. Be in writing;
2. Include a description of the real estate sufficient for identification;
3. Include a statement of the violation or violations and why the notice is being issued;
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or structure into compliance with the provisions of this code.

5. Inform the property *owner, or owner's* authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 106.3.

111.4.2 Method of service. Such notice shall be deemed to be properly served if a copy thereof is:

1. Posted in a conspicuous place in or about the structure affected by such notice; and
2. Delivered personally, or, sent by certified and first class regular U.S. mail to "occupant" at the address of the property and to the last known address of the owner(s) and all other parties with a legal interest in the property as reflected in the records of the Revenue Commissioner and Probate Court of Mobile County, Alabama.

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.

2. A copy is sent by certified mail.

3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

111.5 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

111.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

111.7 Placarding. Upon failure of the owner, owner's authorized agent or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placarding bearing the word "Condemned" and a statement of the penalties provided for occupying the premise the premises, operating the equipment or removing the placard. Such notice shall be posted in

a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment. **111.7.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

111.8 Prohibited occupancy. Any occupied structure *condemned* and placarded by the *code official* shall be vacated as ordered by the *code official.* Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or owner's authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

111.9 Restoration or abatement. The structure or equipment determined to be unsafe by the code official is permitted to be restored to safe condition. The owner, owner's authorized agent, operator or occupant of a structure, premises or equipment deemed unsafe by the code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the *International Existing Building Code*.

SECTION 112 EMERGENCY MEASURES

112.1 Imminent danger. When in the opinion of the *Code Official*, there is *imminent* danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building *occupants* or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *Code Official* is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The *Code Official* shall cause to be posted at each entrance to such structure a notice reading as follows: "This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

112.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such structure temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

112.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

112.4 Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs.

112.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 113 DEMOLITION

113.1 General. The code official shall order the *owner* or *owner's* authorized agent of any premises upon which is located any structure which is located any structure, which in the code official's or owner's authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, the code official shall order the owner or owner's authorized agent to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the building official.

113.2 Notices and orders. Notices and orders shall comply with Section 111.4

113.3 Failure to comply. If the *owner* of a *premises* or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate**.**

113.4 Salvage materials. Where any structure has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale

or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

CHAPTER 2 DEFINTIONS SECTION 201 GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code, International Existing Building Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Zoning Code* or NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes ..

Exception: When used within this code, the terms unsafe and dangerous shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the International Existing Building Code.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "*dwelling unit*," "dwelling," "*premises*," "building," "*rooming house*," "*rooming unit*," "*housekeeping unit*" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202 GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building which is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the structure less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner*(s) of the property. The *easement* shall be permitted to be for use under, on or above a said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the structure.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

HABITABLE SPACE. Space in a structure for living, sleeping, eating or cooking. *Bathrooms*, *toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

HAZARD LIMB. A *tree limb* the *Urban Forester* has determined to have a structural defect and location that increases the chance of falling and hitting a target. The combination of a defect and target can result in property damage or personal injury.

HAZARD TREE. A *tree* the *Urban Forester* has determined to have a structural defect and location that increases the chance of falling and hitting a target. The combination of a defect and target can result in property damage or personal injury.

HISTORIC BUILDING. Any building or structure that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a structure or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, approved agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or structure by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a structure or *premises* which is let or offered for *occupancy*.

OWNER. Any person, agent, firm or corporation having legal title to the real property, including any mortgage holder, bank, lien holder, company, institution, individual or other entity listed in the records of the Office of the Judge of Probate of Mobile County, and/or the estate of any deceased owner(s), and/or the last assessed owner in the property tax records of the Mobile County Revenue Commissioner.

PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

PUBLIC WAY. Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use.

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

STRUCTURE. That which is built or constructed.

TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

TREE. A large woody perennial plant that grows to a mature height greater than 16 feet and typically has a single erect main stem (trunk) with side branches.

TREE LIMB. Any of the main branches arising from the main stem (trunk) of the tree.

ULTIMATE DEFORMATION. The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

URBAN FORESTER. The City of Mobile employee specially trained in forestry, urban forestry, arboriculture and urbiculture, or his/her duly authorized designee.

VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

YARD. An open space on the same lot with a structure.

CHAPTER 3 GENERAL REQUIREMENTS SECTION 301 GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit, rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit, rooming unit, housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302 EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property that such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. Accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

302.10 Hazard tree. Any dead or *hazard tree* located on the *premises* which has the possibility to fall into the public way or right-of-way shall be removed. Failure to remove the *hazard tree* after receiving a notice of violation from the *urban forester* shall constitute a violation of this code section.

302.11 Hazard limb. Any dead or *hazard tree* limb 2 inches in diameter or larger that is attached to a tree located on the *premises* which has the possibility to fall into the public way or right-ofway shall be removed. Failure to remove the *hazard limb* after receiving a notice of violation from the *urban forester* shall constitute a violation of this code section.

SECTION 303 SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of this section.

SECTION 304 EXTERIOR STRUCTURE

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

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;
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.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the code *official*.

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. Dwelling units which do not have a central air conditioning system shall have tightly fitting 16 mesh per inch (16 mesh per 25 mm) screens on all exterior openable windows and doors used or required for ventilation. Screens on windows and doors shall be stretched and fitted and maintained without open rips or tears. A closing device shall be installed on all screen doors.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for dwelling units, room units or *housekeeping units* shall be provided with *devices* designed to provide security for the *occupants* and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit, rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305 INTERIOR STRUCTURE

305.1 General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the structure that they occupy or control in a clean and sanitary condition. Every owner of a structure containing a *rooming house, housekeeping units*, a hotel, a dormitory, two or more *dwelling units* or two or more nonresidential occupancies, shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and *exterior* property.

305.1.1 Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or *the International Existing Building Code* as required for existing buildings:

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. Structural members are incapable of supporting nominal loads and load effects;
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all 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.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official.*

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306 COMPONENT SERVICEABILITY

306.1 General. The components of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe Conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings: .

1. Soils that have been subjected to any of the following conditions:
   1.1. Collapse of footing or foundation system;
   1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
   1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
   1.4. Inadequate soil as determined by a geotechnical investigation;
   1.5. Where the allowable bearing capacity of the soil is in doubt;
   1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table. .
2. Concrete that has been subjected to any of the following conditions:

2.1. *Deterioration;*

2.2. *Ultimate deformation*;

2.3. Fractures;

2.4. Fissures;

2.5. Spalling;

2.6. Exposed reinforcement;

2.7. *Detached*, dislodged or failing connections. .

3. Aluminum that has been subjected to any of the following conditions:

3.1. *Deterioration;*

3.2. Corrosion;

3.3. Elastic deformation;

3.4. *Ultimate deformation*;

3.5. Stress or strain cracks;

3.6. Joint fatigue;

3.7. *Detached*, dislodged or failing connections. .

4. Masonry that has been subjected to any of the following conditions:

4.1. *Deterioration*;

4.2. Ultimate deformation;

4.3. Fractures in masonry or mortar joints;

4.4. Fissures in masonry or mortar joints;

4.5. Spalling;

4.6. Exposed reinforcement;

4.7. *Detached*, dislodged or failing connections. .

5. Steel that has been subjected to any of the following conditions:

5.1. *Deterioration*;

5.2. Elastic deformation;

5.3. *Ultimate deformation*;

5.4. Metal fatigue;

5.5. *Detached*, dislodged or failing connections.

6. Wood that has been subjected to any of the following conditions:

6.1. *Ultimate deformation*;

6.2. *Deterioration*;

6.3. Damage from insects, rodents and other vermin;

6.4. Fire damage beyond charring;

6.5. Significant splits and checks;

6.6. Horizontal shear cracks;

6.7. Vertical shear cracks;

6.8. Inadequate support;

6.9. *Detached*, dislodged or failing connections;

6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an approved method.
2. Demolition of unsafe conditions shall be permitted where approved by the code official.

SECTION 307 HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single Occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential structure shall be responsible for pest elimination on the *premises*.

309.4 Multiple Occupancy. The *owner* of a structure containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and *exterior* property. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for pest elimination.

309.5 Occupant. The *occupant* of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the *infestations* are caused by defects in the structure, the owner shall be responsible for pest elimination.

CHAPTER 4 LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS SECTION 401 GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a structure.

401.2 Responsibility. The *owner* of the structure shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owneroccupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402 LIGHT

402.1 Habitable spaces. Every *habitable* space shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable* space shall be 8 percent of the floor area of such room. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m^2), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential occupancies, other than in one and two-family dwellings, shall be lighted at all times with not less than a 60watt standard incandescent light bulb for each 200 square feet (19 m^2) of floor area or equivalent

illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

SECTION 403 VENTILATION

403.1 Habitable spaces. Every *habitable* space shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable* spaces as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical ventilation system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

403.5 Clothes Dryer Exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the structure in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404 OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable basement areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every bedroom and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m^2) and every bedroom shall contain not less than 70 square feet (6.5 m^2) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m^2) of floor area for each occupant thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or habitable spaces and shall not serve as the only means of egress from other *habitable* spaces.

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding.

Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5 MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1—2 occupants	3—5 occupants	6 or more occupants
Living room[a, b]	120	120	150
Dining room[a, b]	No requirement	80	100
Bedrooms	Shall comply with section 404.4.1		

For SI: 1 square foot = 0.0929 m^2.

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one occupant shall have a minimum clear floor area of 120 square feet (11.2 m^2). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m^2). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches (762 mm) in front. Light and ventilation conforming to this code shall be provided.
3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

CHAPTER 5 PLUMBING FACILITIES AND FIXTURE REQUIREMENTS SECTION 501 GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy and structure or premises that does not comply with the requirements of this chapter.

SECTION 502 REQUIRED FACILITIES

502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units.*

502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503 TOILET ROOMS

503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504 PLUMBING SYSTEMS AND FIXTURES

504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

504.3 Plumbing system hazards. Where it is found that a plumbing system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505 WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.

505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

505.5 NonPotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of The International Plumbing Code.

SECTION 506 SANITARY DRAINAGE SYSTEM

506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the code official.

SECTION 507 STORM DRAINAGE

507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

CHAPTER 6 MECHANICLA AND ELECTRICAL REQUIREMENTS SECTION 601 GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602 HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and operator of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from October 1 to March 31 to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms*.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October 1 to March 31 to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603 MECANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604 ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the *occupants* or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less;
2. Busway, rated not more than 600 volts;
3. Panelboards, rated not more than 600 volts;
4. Switchboards, rated not more than 600 volts;
5. Fire pump controllers, rated not more than 600 volts;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;
10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;

15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605 ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable* space in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606 ELEVATORS, ESCALATORS AND DIMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the

elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building operator or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607 DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

CHATER 7 FIRE SAFETY REQUIREMENTS SECTION 701 GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

MEANS OF EGRESS

702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code*.

702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

702.3 Locked Doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.10 of the International Building Code. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703 FORE-RESISTANCE RATINGS

703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the *occupants* of the building, *structure* or portion thereof, the fire *code official* shall act in accordance with Section 114.2 of the *International Fire Code*.

703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automaticclosing doors of *approved* construction meeting the fire protection requirements for the assembly.

703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

703.4.1 Signs. Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704 FIRE PROTECTION SYSTEMS

704.1 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

704.1.1 Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code, the International Fire Code and the International Building Code.

704.1.2 Required fire protection and life safety systems. Fire protection and life safety systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.13.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.

704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire *code official* shall be notified immediately and, where required by the fire *code official*, either the building shall be evacuated or an *approved* fire watch shall be provided for all *occupants* left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire *code official* shall not be removed, unlocked, destroyed or tampered with in any manner.

704.4.2 Removal of existing occupant-use hose lines. The fire *code official* is authorized to permit the removal of existing *occupant*-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire *code official* whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire *code official*.

704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

704.6 Single and multiple-station smoke alarms. Single and multiple-station smoke alarms shall be installed in existing Group I-1 and R *occupancies* in accordance with Sections 704.6.1 through 704.6.3.

704.6.1 Where required. Existing Group I-1 and R *occupancies* shall be provided with singlestation smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

704.6.1.1 Group R-1. Single or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1: 1. In sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including *basements*. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 m) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a *bathroom* that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed. **Exceptions:**

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure,

unless there is an attic, crawl space or *basement* available that could provide access for interconnection without the removal of interior finishes.

704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single and multiplestation smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

704.7 Single and multiple-station smoke alarms. Single and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705 CARBON MONOXIDE ALARMS AND DETECTION

705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

CHAPTER 8 REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990	
Standard reference number	Title	Referenced in code section number
ASME A17.1/CSA B44-19	Safety Code for Elevators and Escalators	606.1
ASTM	ASTM International 100 Barr Harbor Drive, P.O. Box C700, West Conshohocken, PA 19428-2959	
Standard reference number	Title	Referenced in code section number
F 1346-91 (2018)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

ICC	International Code Council 500 New Jersey Avenue, NW 6th Floor Washington, DC 20001	
Standard reference number	Title	Referenced in code section number
IBC-21	International Building Code*	102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 403.1, 604.3.2.1, 702.3, 704.4.2
IEBC-21	International Existing Building Code*	102.3, 201.3, 304.1.1, 305.1.1, 306.1.1
IECC-21	International Energy Conservation Code*	102.3
IFC-21	International Fire Code*	102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1
IFGC-21	International Fuel Gas Code*	102.3, 201.3
IMC-21	International Mechanical Code*	102.3, 201.3
IPC-21	International Plumbing Code*	102.3, 201.3, 502.5, 505.5.1, 602.2, 602.3
IRC-21	International Residential Code*	102.3, 201.3
IZC-21	International Zoning Code*	102.3, 201.3
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269-7471	
Standard reference number	Title	Referenced in code section number
10-21	Standard for Portable Fire Extinguishers	Table 704.2

12-18	Standard on Carbon Dioxide Extinguishing Systems	Table 704.2
12A-18	Standard on Halon 1301 Fire Extinguishing Systems	Table 704.2
17-20	Standard on Dry Chemical Extinguishing Systems	Table 704.2
17A-20	Standard for Wet Chemical Extinguishing Systems	Table 704.2
25-20	Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems	Table 704.2
70-20	National Electrical Code	102.3, 201.3, 604.2
72-19	National Fire Alarm and Signaling Code	Table 704.2
80—19	Standard for Fire Doors and Other Opening Protectives	703.3.3, 703.4
105—19	Standard for Smoke Door Assemblies and Other Opening Protectives	703.3.2
204—18	Standard for Smoke and Heat Venting	Table 704.2
720—15	Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment	705.2
750—19	Standard on Water Mist Fire Protection Systems	Table 704.2
2001—18	Standard on Clean Agent Fire Extinguishing Systems	Table 704.2
UL	Underwriters Laboratories, LLC 333 Pfingsten Road Northbrook, IL 60062	

Standard reference number	Title	Referenced in code section number
268—2016	Smoke Detectors for Fire Alarm Systems—with revisions through July 2016	704.6.4

Secs. 52-2—52-20. Reserved.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Shayla Beaco

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
Cover Letter	Cover Memo	10/27/2022
Proposed Ordinance	Ordinance	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Build Mobile	Beaco, Shayla	Approved	10/27/2022 - 1:36 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:56 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:41 PM

AN ORDINANCE TO ADOPT A RESIDENTIAL CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Residential Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on,_____, 2021, is hereby adopted as the "Residential Building Code of the City of Mobile."

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 *International Residential Code* to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said Minutes.

ARTICLE THREE: Effective Date. The said 2021 *International Residential Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein.

Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the construction, installation, repair, or modifications of buildings, for which a permit is required, to be properly licensed and bonded in accordance with all the City of Mobile and State of Alabama requirements. The contractor shall register his/her name in a register with the Building Official in a book provided for that purpose. The said book shall record the full name, residence and place of business and it shall be the contractor's responsibility to notify the City of Mobile of any changes.

In addition to the requirements as set forth herein, all individuals, agents or businesses who perform work that exceeds $10,000 are required to be a homebuilder, remodeler, or general contractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder; contractor and sub-contractor to provide and have on file a current License and Permit Bond for $10,000. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless

from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the building business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this Code, an owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested and completion of a Building Affidavit. Any individual other than the owner doing the work on the property is considered a contractor and shall meet the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspections criteria shall be the same as for contractors in SECTION R109 INSPECTIONS. All other properties will be considered as commercial and subject to ARTICLE FOUR in this Ordinance.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of the body of said vehicle indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 1 ½ inches high, identifying the firm's name.

ARTICLE EIGHT: 2021 INTERNATIONAL RESIDENTIAL CODE > Part 1 Administrative > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1-Scope and Application > To be amended as follows:

R101 Scope and general Requirements – R101.1 Title. To read as follows:
R101.1 Title. These provisions shall be known as the *Residential Code for One-and Two-Family Dwellings* of the City of Mobile and shall be cited as such and will be referred to herein as "this Code."

SECTION R102 APPLICABILITY - R102.4 Referenced codes and standards. – Amend to read as follows:

Add Paragraph R102.4.3 Mechanical. To read as follows:
R102.4.3 Mechanical. The provisions of the *2021 International Mechanical Code*, and adopted ordinances shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators, and other energy-related systems.

Add Paragraph R102.4.4 Plumbing. To read as follows:
R102.4.4 Plumbing. The provisions of the *2021 International Plumbing Code,* and adopted ordinances shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the *International Private Sewage Disposal Code* shall apply to private sewage disposal systems.

Add Paragraph R102.4.5 Property Maintenance. To read as follows:
R102.4.5 Property Maintenance. The provisions of the *2021 International Property Maintenance Code* and adopted ordinances shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life, and fire safety hazards; responsibilities of owners, operators, and occupants; and occupancy of existing premises and structures.

Add Paragraph R102.4.6 Fire Prevention. To read as follows:
R102.4.6 Fire Prevention. The provisions of the *2021 International Fire Code*, and adopted ordinances shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Add Paragraph R102.5.1 Adopted Appendices. To read as follows:
Paragraph R102.5.1 Adopted Appendices. The following appendices shall be adopted:

Appendix AE - Manufactured Housing Used as Dwellings
Appendix AF - Radon Control Methods
Appendix AH - Patio Covers
Appendix AJ - Existing Buildings and Structures
Appendix AK - Sound Transmission
Appendix AM - Home Day Care R-3 Occupancy
Appendix AO - Automatic Vehicular Gates
Appendix AQ – Tiny Houses

Part 2-Administration and Enforcement
SECTION R103 DEPARTMENT OF BUILDING SAFETY – Amend To read as follows:

R103.1 Creation of enforcement agency. Amend to read as follows:
R103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created, herein shall be called Build Mobile, and the official in charge thereof shall be known as the *Building Official*.

SECTION R104 DUTIES AND POWERS OF THE BUILDING OFFICIAL – R104.10 Modifications. Amend to read as follows:

R104.10.1 Flood hazard areas. Amend to read as follows:
R104.10.1 Flood hazard areas. The *Building Official* shall not grant modifications to any provision related to areas prone to flooding as established by Table R301.2(1) without the granting of a variance to such provisions by the City of Mobile "Storm Water Management and Flood Control Ordinance". Shall be in accordance with International Building Code; applicable section, which is adopted by separate ordinance.

SECTION R105 PERMITS – Amend to read as follows:

R105.2 Work exempt from permits. Amend to read as follows:

Electrical: – Delete in its entirety.
Gas: – Delete in its entirety.
Mechanical: – Delete in its entirety. Plumbing:
– Delete in its entirety.
Paragraph R105.3 Application for Permit. Amend to read as follows:

R105.3 Application for Permit. Add sub-paragraphs as follows:

8. Applicant must provide proper identification.

9. Applicant must verify ownership of property.

SECTION R108 FEES. Amend to read as follows:

R108.2 Schedule of permit fees. To read as follows:

R108.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, and mechanical systems, or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

R108.5 Refunds. Amend to read as follows:
R108.5 Refunds. Building permit refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION R112 BOARD OF APPEALS - Amend to read as follows:

R112.1 General. - Delete in its entirety.
R112.2 Limitations on authority. - Delete in its entirety.
R112.3 Qualifications. – Delete in its entirety.
R112.4 Administration. – Delete in its entirety.

Add Paragraph R112.1 General. To read as follows:
R112.1 General. Board of Appeals shall be in accordance with applicable sections of the International Building Code and the Ordinance Adopting the International Building Code.

Add Paragraph R112.2 Determination of substantial improvements in flood prone areas. To read as follows:

R112.2 Determination of substantial improvements in flood prone areas. Shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance" administered and enforced by the City of Mobile Engineering Department.

Add Paragraph R112.3 Criteria for issuance of a variance for areas prone to flooding. To read as follows:

R112.3 Criteria for issuance of a variance for areas prone to flooding. Variance for areas prone to flooding shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance".

SECTION R113. VIOLATIONS – Amend To read as follows:

Paragraph R113.4 Violations Penalties. To read as follows:

Add Sub-Paragraph (A)

(A) Violation of the provisions of the 2021 International Residential Code (IRC) shall be subject to $250.00 unless otherwise listed below:

1. Occupying building without Certificate of Occupancy $300.00
2. Working without proper license and certifications $500.00
3. Signage on all vehicles used by contractor. $100.00
4. Interference with Building Official $100.00

ARTICLE NINE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part II-Definitions > CHAPTER 2 DEFINITIONS > SECTION R202 DEFINITIONS > Amend to read as follows:

Add DEFINITIONS – To read as follows:

FLOOD HAZARD AREA. The area designed as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ARTICLE TEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part III – Building Planning and Construction > CHAPTER 3 BUILDING PLANNING > Amend as follows:

SECTION R301 DESIGN CRITERIA - Amend to read as follows:

Table R301.2 Climatic and Geographic Design Criteria - To read as follows:

TABLE R301.2

Ground Snow Load	Wind Design		Seismic Design	Subject To Damage From			Winter Design	Ice Barrier	Flood Hazard	Air	Mean Annual
	Speed (MPH)	Topographic Effects	Category	Weathering	Frost Line Depth	Termites	Temp	Underlayment Required		Freezing Index	Temp
0	Ultimate 159	No	A	Negligible	12 Inches	Needed	29	No	Yes	1500	67.5 degrees

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEM – Amend to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. – Delete in its entirety.

R313.2 One- and two-family dwellings automatic sprinkler systems. – Delete in its entirety.

Add R313.1 Automatic Fire Sprinkler System. To read as follows:

R313.1 Automatic Fire Sprinkler System. Shall be in accordance with the State of Alabama Energy Conservation Code. Code of Alabama 1975 – Title 41: State Government – Section 41-2385 – Function of Board and Division

SECTION R318 PROTECTION AGAINST SUBTERRANEAN TERMITES >
R318.2 Chemical termiticide treatment. - Amend to read follows:

Add Paragraph R318.2.1 Treatment verification. To read as follows:

R318.2.1 Treatment verification. It shall be the responsibility of the permit holder to provide a receipt from a licensed and bonded pest control specialist to certify soil treatment or field applied wood treatment and materials used.

Amend SECTION R322 FLOOD-RESISTANT CONSTRUCTION to read as follows:
R322.1.4 Establishing the design flood elevation. Amend to read as follows:

R322.1.4 Establishment of special flood hazard areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled “The Flood Insurance Study for

Mobile County, Alabama and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.
Where there is a difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or code, the more stringent provision shall prevail.

Add paragraph 322.1.4.3 Variance and appeal. To read as follows.
322.1.4.3 Variance and appeal. The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

2021 INTERNATIONAL RESIDENTIAL CODE > CHAPTER 9 ROOF ASSEMBLIES >
Amend as follows:
ADD THE FOLLOWING COASTAL CONSTRUCTION CODE SUPPLEMENT (CCCS):
Where there is a conflict between the general requirement of the 2021 IRC and a specific requirement of the CCCS, the specific requirement of the CCCS shall be applicable.

S1 Roof Coverings
Roof coverings and their attachment shall be rated for the ASCE 7 design wind speed or corresponding wind and uplift pressures for the site location of the building and shall be installed in accordance with the manufacturer's recommendations for high-wind regions.

S1.1 Asphalt Shingles:
Asphalt shingles shall be tested in accordance with ASTM D7158 or ASTM D3161 and meet Class H or F requirements. Their packaging shall be labeled to indicate compliance with ASTM D7158 Class H or ASTM D3161 Class F.

S1.1.1 Shingle attachment:
Shingles shall be installed using the number of fasteners required by the manufacturer for high wind fastening. In areas where the local building code requires more fasteners than required by the manufacturer, fasteners shall comply with the local building code.

S1.1.2 Drip Edge Installation
A metal drip edge (minimum 26-gauge steel) shall be installed over underlayment along all eaves and gable rake edges. Drip edge flange shall extend a minimum of 1/2 inch below the sheathing. Drip edge shall be attached at 4 inches on center using roofing nails in a staggered pattern along the length of the drip edge. Drip edges shall be overlapped a minimum of 3 inches and secured with 2 nails at overlaps.

Roof pitch 2:12 or greater:

- Shingle roof covers: Seal the drip edge over the underlayment and install the starter strip at the eave and rake by applying an 8-inch-wide layer of compatible flashing cement with 1/8-inch maximum thickness over the drip edge and underlayment or install a manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave and rake.
- Metal roof covers: Apply a compatible manufacturer-approved sealant between the drip edge and adjacent underlayment or use a manufacturer-approved 4-inch-wide selfadhered seam tape.
- Roof pitch less than 2:12: Refer to manufacturer's drip edge installation requirements.

S1.1.3 Installation of starter strips at eaves:
Starter strips at eaves shall be set in a minimum 8-inch-wide strip of flashing cement. Maximum thickness of flashing cement shall be 1/8 inch or a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave.

S1.1.4 Attachment of shingles at intersections, valleys, rakes and gable ends:

S1.1.4.1 Attachment of Shingles at Intersections and Valleys:
Shingles installed at all intersections and both sides of open valleys shall be set in a minimum 8-in.wide strip of flashing cement. The maximum thickness of flashing cement shall be ⅛ in. Cut side of closed valleys shall be set in a minimum 2-in.-wide, ⅛-in.-thick strip of flashing cement. Woven valleys to be installed according to the manufacturer's specifications.

S1.1.4.2 Attachment of Shingles at Rakes:
Manufacturer-approved starter strips at rakes shall be set in a minimum 8-in.-wide strip of compatible flashing cement. Maximum thickness of flashing cement shall be ⅛ in or install a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at rake. Fasten starter strips parallel to the rakes according to the manufacturer’s specifications. Position fasteners to ensure they will not be exposed. Starter strips and shingles must not extend more than ¼ in. beyond the drip edge.

S1.2 Metal Panel Roof Coverings:
Metal panel roofing systems shall be installed in accordance with the manufacturer's installation instructions and shall provide uplift resistance equal to or greater than the most critical design uplift pressure for the roof based on the site design wind speed, mean roof height, slope, and exposure category.

Products shall be tested in accordance with UL 1897, UL 580, or TAS 125, incorporating a 2.0 safety factor, and have evaluation reports from one of the following:
- ICC-ES Evaluation Report
- Florida Product Approval
- Miami-Dade County Notice of Acceptance (NOA)
- Texas Department of Insurance (TDI) Evaluation Report

The metal panels shall be installed over continuous decking and one of the acceptable sealed roof deck underlayment options (See Section S2).

S1.3 Clay and Concrete Roof Tiles:
Clay and concrete roof tiles shall be installed in accordance with manufacturer's installation instructions, manufacturer's product approval, and FRSA/Tile Roofing Institute Florida High Wind Concrete and Clay Tile Installation Manual (5th edition for ASCE 7-10) or (6th edition for ASCE 716). Clay and concrete roof tile systems shall be installed over continuous 15/32" thick plywood roof decking and one of the acceptable sealed roof deck underlayment options (See Section S2). Clay and concrete roof tile systems and their attachment shall meet the requirements of the site design wind speed and exposure category. Hip and ridge structural supports shall be attached to the roof framing to resist the uplift pressure for the site design wind speed and exposure. Hip and ridge tiles shall be secured to the hip and ridge structural supports with mechanical fasteners and/or an approved roof tile adhesive to resist the uplift pressure for the site design.

S1.4 Other Roof Coverings:
For all other roof coverings, the designer must provide documentation showing the roof covering and the attachments were designed for the component and cladding wind pressures corresponding to the site design wind speed. All roof coverings, regardless of type, shall be installed in accordance with the manufacturer's installation guidelines for the appropriate design wind speed. When applicable (e.g., wood shakes, slate roofs), the roof deck shall be sealed using one of the options provided in Section S2 that is compatible with the manufacturer's installation requirements for the roof covering selected.

S1.5 Residential Re-roofing:
Re-roofing of residential structures shall meet the requirements of this section for roof sheathing replacement, roof sheathing attachment, and roof covering; and Section S2 for Sealed Roof Deck. Existing roof coverings shall be removed to expose the roof deck. An inspection shall be conducted at this point to determine the condition of roof decking in accordance with section S1.5.1. The inspection shall also determine the adequacy of the roof deck attachment and the existing decking. Any replaced decking shall be fastened in accordance with Section S1.5.2 or Section S1.5.3 as appropriate for the type and thickness of the roof decking.

S1.5.1 Deteriorated or damaged roof deck:
Damaged or deteriorated decking will generally be marked by one or more of the following characteristics: soft or spongy wood, wood swelling or buckling, delamination (plywood), or crumbling and flaking wood. If deteriorated or damaged roof decking is identified, the decking shall be replaced.

S1.5.2 Attachment of wood boards/lumber (Roof Decking):
Up to 8" Width - Add fasteners as required to ensure that the decking is secured with at least two nails, having a minimum diameter of 0.131 inches, and penetrate a minimum of 1-5/8 inches into the roof framing (minimum length of nail - 21/2")

Wider than 8" - Three nails to each framing member it crosses, having a minimum diameter of

0.131 inches and penetrate a minimum of 15/8 inches into roof framing (minimum length of nail - 21/2"). Framing members shall be spaced no more than 24 inches apart. Clipped-head, D-head, or round-head nails shall be acceptable provided they have the required minimum diameter and length.

S1.5.3 Attachment of wood structural panel (plywood or OSB) Roof Sheathing:
Re-nailing requirements are based on using ring-shank nails with the following characteristics and dimensions.

- Ring shank nails conforming to ASTM F1667
- Minimum 8d (0.113-inch minimum shank diameter)
- 23/8-inch minimum nail length
- Full round head diameter (no clipped head nails allowed)

TABLE S1. ROOF SHEATHING AND ATTACHMENT

ASCE Edition	**Minimum Roof Sheathing Thickness** 1, 2, 3	**Minimum Nail Size/Type** 1	**Maximum Nail Spacing** (All Roof Areas)
ASCE 7-10	7/16 inch	RsRS-01;0.113” DIA X 23/8 Roof Sheathing Ring Shank Nail	4-inch o.c.
ASCE 7-16	15/32 inch		

Notes for Table S1:

1. For concrete and clay tile roof coverings, minimum thickness is 15/32"
2. For metal roof coverings, verify manufacturer's sheathing thickness requirements are met
3. Full round head diameter nails; no clipped-head nails; no common nails; no staples

S2 Sealed Roof Deck:
For all new construction and re-roofing applications, a sealed roof deck shall be constructed using one of the methods specified in Sections S2.1, S2.2, S2.3, or S2.4 for roofs with 2:12 pitch or greater. For roof slopes less than 2:12, a low-slope roof cover system that meets required site design uplift pressures shall be installed per manufacturer instructions.

S2.1 Self-adhering Polymer-Modified Bitumen Membrane:
The entire roof deck shall be covered with a full layer of self-adhering polymer-modified bitumen membrane ("peel and stick") conforming to ASTM D1970 requirements. In applications where membrane adhesion to OSB is marginal, apply a primer to the OSB panels to ensure the proper attachment of the self-adhering membrane to the sheathing

S2.2 Tape Seams Between Roof Deck Wood Structural Panels:
Apply a 4-inch-wide ASTM D1970 compliant self-adhering polymer-modified bitumen flashing tape or a 3¾-inch wide AAMA 711-13, Level 3 (for exposure up to 80oC/176oF) compliant selfadhering flexible flashing tape to seal all horizontal and vertical joints in the roof deck. In

applications where flashing tape adhesion to OSB is marginal, apply a manufacturer-specified compatible primer to the OSB panels where the tape will be used to ensure the proper attachment of the self-adhering tape to the sheathing.

Cover the entire deck with one of the following underlayment options over the self-adhering tape:

- ASTM D226 Type II (#30)
- ASTM D4869 Type III or Type IV (#30)
- ASTM D6757 (for asphalt shingle roof covers)
- ASTM D8257 (standard for polymeric underlayment)

S2.2.1 Underlayment Installation:
Underlayment shall be attached using corrosion-resistant annular ring or deformed shank roofing nails (0.083-inch minimum diameter and penetrate 3/4 inch through roof sheathing) with minimum 1-in.-diameter caps (button cap nails) at 6 in. o.c. spacing along all laps and at 12 in. o.c. vertically and horizontally in the field or a more stringent fastener schedule if required by the manufacturer for high-wind and prolonged exposure installations. Horizontal laps shall be a minimum of 4 in., and end laps shall be a minimum of 6 in. Weave underlayment across valleys. Double-lap underlayment across ridges (unless there is a continuous ridge vent). Lap underlayment with minimum 6-in. leg "turned-up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.3 Two Layers of Underlayment:
Install two (2) layers of ASTM D226 Type II (#30) or ASTM D4869 Type III or IV (#30) underlayment in a shingle fashion, lapped 19 in. on horizontal seams (36-in. roll), and 6 in. on vertical seams. Create a starter course of felt by cutting 17 in. off one side of the roll and install the remaining 19-in.-wide strip of underlayment along the eave, safely tacked in place. Install a 36-in.wide roll of underlayment over the 19- in.-wide course of underlayment along the eave. The same procedure shall be followed for each course, overlapping the sheets 19-in. (leaving a 17-in. exposure).
The underlayment shall be fastened with annular ring or deformed shank nails with 1-in.-diameter caps at 6-in. o.c. along the laps and at approximately 12- in. o.c. in the field of the top sheet between the side laps. For sites with ultimate design wind speeds less than 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter caps (button cap nails) shall be allowed. For sites with ultimate design wind speeds greater than or equal to 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter thin metal disks ("tincaps") shall be used.

Note:

- Weave underlayment across valleys.
- Double-lap underlayment across ridges (unless there is a continuous ridge vent).
- Lap underlayment with minimum 6-in. leg "turned up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.4 Combination Roof Sheathing and Roof Underlayment:

An ICC Evaluation Service AC266-rated system consisting of wood structural sheathing with an integrated water-resistive barrier such as Huber Zip System Roof Sheathing Panels can be used in combination with approved tape to seal the roof deck seams.

S3 Aluminum/Vinyl Soffit:
Aluminum/Vinyl Soffit covering are limited to a maximum of 12 inches between support members and must be installed in accordance with the soffit manufacturer's instructions. Aluminum soffit covers shall not be used within 3000 ft of the coast.

S4 Roof Deck Attachment:
Roof sheathing thickness and attachment shall be in accordance with Section S1.5.3.

S5 Roof Vents:
Roof Vents shall be designed for the applicable wind load; ridge and off ridge vents shall be tested in accordance with the Florida Building Code Testing Application Standard or TAS 100(A) for high wind and be labeled for verification of compliance. All roof vents shall be installed in accordance with the manufacturer's installation instructions for the appropriate wind load.
Gable vents shall be provided with a removable cover that can be attached from the outside made of plywood or a nonporous type of shutter that will prevent water from entering through the gable end vent. Wood structural panels with a minimum thickness of 7/16 inch and a maximum span of 4 feet shall be used as a gable end cover. Panels must be pre-cut so that they can be attached to the framing surrounding the gable vent. Panels shall be pre-drilled as required for the anchorage method, and all required hardware shall be provided. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building shall be provided. The attachment schedule shall be in accordance with Table S5.

TABLE S5. GABLE END COVERING FASTENER SCHEDULE

Fastener Type	Fastener sp-0acing (inches)1
¼-inch diameter Lag Screw2 based anchor with 2-inch embedment length 2 and 1” diameter washer	16

Notes for Table S5:
1. Fasteners shall be installed at opposing ends of the wood structural panel and have a 2-inch minimum penetration into the building framing through veneers. Attachment to veneers is not acceptable.
2. Where screws are attached to masonry or masonry/stucco, they shall be attached using vibrationresistant anchors having a minimum withdrawal capacity of 1500 lb.

S6 Gable End Bracing:
Gable end wood structural panel wall sheathing shall have a minimum thickness of 7/16 inch.

Unless balloon framed, gable ends over 3-ft high shall be braced using the method specified in S6.1, S6.2, or S6.3 or per 2018 IEBC, Appendix C, Chapter C1 "Gable End Retrofit for High Wind Areas."

S6.1 Gable End Bracing Option 1:
Gable end framing, connections, and bracing shall be designed by a professional engineer for the appropriate exposure category, design wind speed, mean roof height, and location on the building to resist the appropriate positive and negative lateral wind loads and wind uplift.

S6.2 Gable End Bracing Option 2:
A minimum 2-inch x 6-inch horizontal strong-back shall be installed at the midpoint of the vertical height of the gable end wall. Strong-back shall be attached to each framing member it crosses using metal straps with 3- 8d x 1-1/2-inch-long nails at each end of the strap. Minimum 2 x 4 diagonal bracing not to exceed 45 degrees or 4 feet o.c. shall be installed on top of strong back and face nailed with 4-10d nails into the side of gable wall framing studs. The other ends of diagonal braces shall be toenailed to roof rafters or top chords or trusses and connected with a metal strap with 4-8d x 1-1/2-inch long nails at each end of strap or face nailed with 4-10d nails into sides of ceiling joists when they run perpendicular to the gable wall or into the sides of 2-inch x 4-inch x 8-foot lateral braces connected to tops of ceiling joists or truss bottom chords when ceiling joists run parallel to the gable wall.
In addition, when ceiling joists run parallel to the gable end wall, a minimum 2-inch x 4-inch x 8foot lateral brace shall be installed at a maximum of 6 feet o.c. on top of ceiling joists or truss bottom chord and gable top plate, aligned with a wall stud below and nailed with 2-10d nails at each support. Metal 20-gauge straps shall be installed on top of 2-inch x 4-inch lateral brace and over gable top plate into stud below using 10- 8d nails top and bottom (into the lateral brace and into the wall stud below). Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S6.3 Gable End Bracing Option 3:
When ceiling joists or trusses run parallel to the gable end wall, continuous 2-by-4 lateral braces shall be installed on the top edges of ceiling joists or the top edges of truss bottom chords from the gable end truss/framing at a maximum of 6-feet o.c. and aligned with a wall stud below. The lateral braces shall be attached to each truss bottom chord/ceiling joist with 2-10d nails. The braces shall extend back from the gable truss/framing at a distance equal to 90% of the building width. Each lateral brace shall have a minimum 20-gauge metal strap connected to the lateral brace that wraps over the bottom chord of the gable end wall plate/truss, over the top plate of the wall below, and connected to a stud in the wall below. Straps shall be connected with ten (10) 8d nails at each end. Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S7 Continuous Load Path:
A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All residential structures proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer.

S8 Glazed Openings:
Glazed openings shall be designed and protected in relation to the applicable wind loads and impact resistance requirements specified in Sections S8.1 and S8.2.

S8.1 Design Pressure Requirements:
Windows, all exterior doors (including the glazing in exterior doors), and all impact protection systems shall be rated for the design pressures appropriate for the exposure category, design wind speed, opening size, and opening location on the building. The required pressure ratings shall be depicted on the building plans. Products shall be tested, at a minimum, in accordance with IRC accepted standards and installed in accordance with the manufacturer's instructions. Acceptable IRC design pressure test standards for windows and glass doors include AAMA/WDMA/CSA 101/I.S.2/A440, ASTM E330 (products shall be tested to 1.5 times design pressure). Installation of products with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted.

S8.2 Opening Protection Impact Requirements:
All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are less than 130 mph, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and predrilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.

S9 Garage Doors:
Garage doors and their attachment system shall conform to the design wind pressure for the door size, exposure category, and design wind speed at the site. Products shall be tested and approved per ANSI/DASMA 108 or ASTM E 330 for the required design wind pressure. Garage doors and their attachment systems with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted. Labeling for verification of compliance is required. Garage doors with windows must also be protected from impact (either tested for impact resistance in accordance with ANSI/DASMA 115 or protected by an impact-rated cover).

S10 Chimney Chases:
Wood frame chimney chases shall be structurally connected to rafters and ceiling joists. The attachment shall be detailed in the engineered plans or shall meet the minimum requirements of Sections S10.1, S10.2, and S10.3, as illustrated in Figure S10.

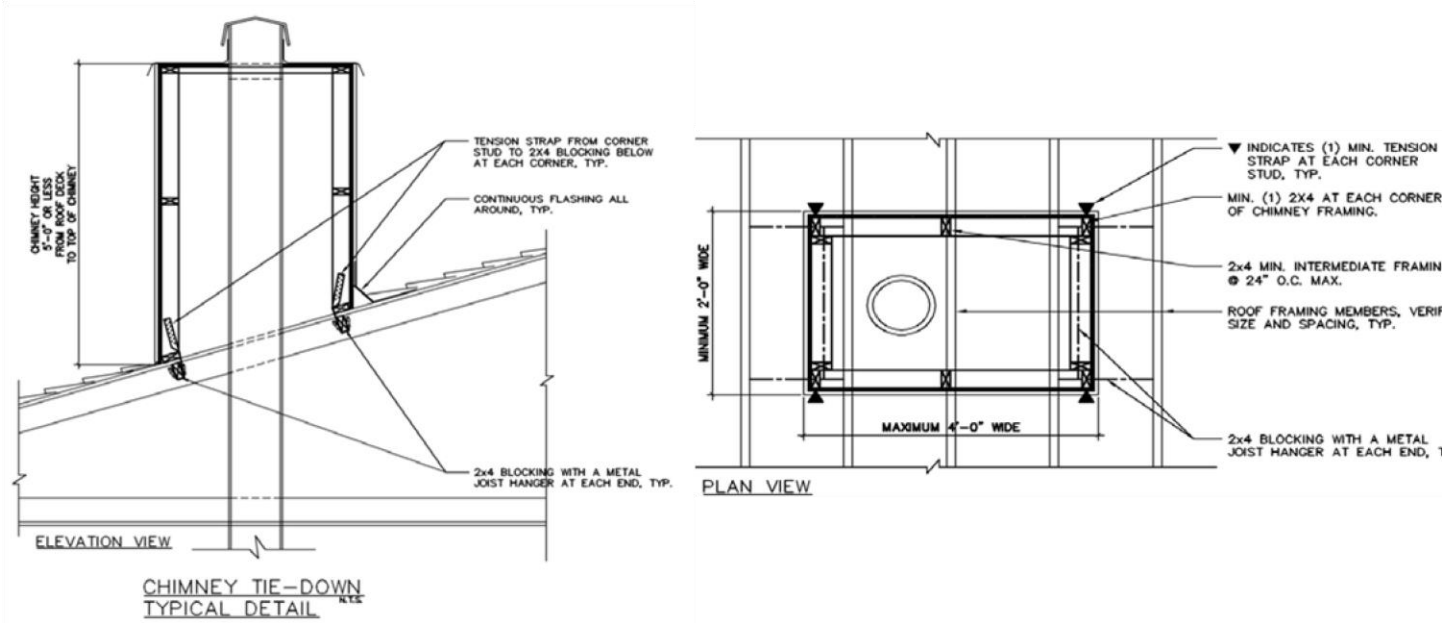
S10.1 Connection of Chimney structure to Roof Structure:
Each corner of the chimney structure shall have a tension strap fastened to the corner stud that continues downward to the roof support members below. The tension strap shall have a minimum tension capacity of 700 pounds and shall be connected per manufacturer installation instructions.

S10.2 Sheathing of Chimney:
Chimney framing shall be sheathed with a minimum of 7/16-inch-thick wood structural panels on all four exterior sides.

S10.3 Support of Chimney Perimeter:
The base perimeters of chimney framing shall be continuously supported by minimum 2x4 blocking fastened to roof framing members with joist hangers.

FIGURE S10. TYPICAL CHIMNEY TIE-DOWN DETAILS

S11 Braced Wall Lines / Shear Walls:



Exterior and Interior shear wall and/or braced wall panel locations shall be indicated on the plans and shall be nailed in accordance with the engineered drawings but no less than 6 inches o.c. maximum spacing along all intermediate and edge framing using 8d (0.113-inch diameter x 2-3/8inch-long) irregular shank (i.e., ring shank or spiral) nails with full round heads. Shear wall designs and hold-down connections to the foundation shall be in accordance with accepted engineering practices and meet the engineered design requirements specified in Section S7.

ARTICLE ELEVEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part V-Mechanical > Amended as follows:

CHAPTER 12 MECHANICAL ADMINISTRATION – Delete in its entirety.

CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS – Delete in its entirety.

CHAPTER 14 HEATING AND COOLING EQUIPMENT AND APPLIANCES – Delete in its entirety.

CHAPTER 15 EXHAUST SYSTEMS – Delete in its entirety.

CHAPTER 16 DUCT SYSTEMS – Delete in its entirety.

CHAPTER 17 COMBUSTION AIR – Delete in its entirety.

CHAPTER 18 CHIMNEYS AND VENTS – Delete in its entirety.

CHAPTER 19 SPECIAL APPLIANCES, EQUIPMENT AND SYSTEMS – Delete in its entirety.

CHAPTER 20 BOILERS AND WATER HEATERS – Delete in its entirety.

CHAPTER 21 HYDRONIC PIPING – Delete in its entirety.

CHAPTER 22 SPECIAL PIPING AND STORAGE SYSTEMS – Delete in its entirety.

CHAPTER 23 SOLAR THERMAL ENERGY SYSTEMS – Delete in its entirety.

All mechanical design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Mechanical Code* which is adopted by separate ordinance.

ARTICLE TWELVE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VI-Fuel gas > CHAPTER 24 FUEL GAS > Amended as follows:

CHAPTER 24 FUEL GAS – Delete in its entirety.

All fuel gas design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Fuel Gas Code* which is adopted by separate ordinance.

ARTICLE THIRTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VII-Plumbing > Amended as follows:

CHAPTER 25 PLUMBING ADMINSTRATION – Delete in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS – Delete in its entirety.

CHAPTER 27 PLUMBING FIXTURES – Delete in its entirety.

CHAPTER 28 WATER HEATERS – Delete in its entirety.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION – Delete in its entirety.

CHAPTER 30 SANITARY DRAINAGE – Delete in its entirety.

CHAPTER 31 VENTS – Delete in its entirety.

CHAPTER 32 TRAPS – Delete in its entirety.

CHAPTER 33 STORM DRAINAGE – Delete in its entirety.

All plumbing systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Plumbing Code* which is adopted by separate ordinance.

ARTICLE FOURTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VIII-Electrical > Amended as follows:

CHAPTER 34 GENERAL REQUIREMENTS – Delete in its entirety.

CHAPTER 35 ELECTRICAL DEFINITIONS – Delete in its entirety.

CHAPTER 36 SERVICES – Delete in its entirety.

CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENTS – Delete in its entirety.

CHAPTER 38 WIRING METHODS – Delete in its entirety.

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION – Delete in its entirety.

CHAPTER 40 DEVICES AND LUMINARIES – Delete in its entirety.

CHAPTER 41 APPLIANCE INSTALLATION – Delete in its entirety.

CHAPTER 42 SWIMMING POOLS – Delete in its entirety.

CHAPTER 43 CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER-LIMITED CIRCUITS – Delete in its entirety.

All electrical systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2020 National Electrical Code* which is adopted by separate ordinance.

ARTICLE FIFTEEN: SEPARATION CLAUSE: If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AN ORDINANCE TO ADOPT A RESIDENTIAL CODE FOR THE CITY OF MOBILE, ALABAMA

Sponsored by: Mayor Stimpson

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

ARTICLE ONE: Code and Appendices. That, pursuant to Alabama Code Section 11-45-8 (1975), the 2021 Edition of the International Residential Code and Appendices, along with the amendments to the same contained in this ordinance, which has been on file in the office of the City Clerk of the City of Mobile, Alabama, pursuant to a resolution adopted by the City Council of the City of Mobile, Alabama, on,_____, 2021, is hereby adopted as the "Residential Building Code of the City of Mobile."

ARTICLE TWO: Published Ordinance. A copy of this ordinance shall be published pursuant and according to law, after its adoption, but it shall not be necessary for the said 2021 *International Residential Code* to be published in a newspaper, nor shall the same be spread at length upon the Minutes of this Council, but this ordinance shall be recorded in said Minutes.

ARTICLE THREE: Effective Date. The said 2021 *International Residential Code* shall be in full force and become effective sixty days after its adoption, and all ordinances heretofore adopted by the City of Mobile in conflict are hereby repealed.

ARTICLE FOUR: Contractors Criteria and Qualifications. Criteria and qualifications for all contractors shall be set forth herein.

Contractor Responsibilities. It shall be the duty of every contractor who shall make contracts for the construction, installation, repair, or modifications of buildings, for which a permit is required, to be properly licensed and bonded in accordance with all the City of Mobile and State of Alabama requirements. The contractor shall register his/her name in a register with the Building Official in a book provided for that purpose. The said book shall record the full name, residence and place of business and it shall be the contractor's responsibility to notify the City of Mobile of any changes.

In addition to the requirements as set forth herein, all individuals, agents or businesses who perform work that exceeds $10,000 are required to be a homebuilder, remodeler, or general contractor in accordance with all the statutory requirements of the State of Alabama and City of Mobile.

ARTICLE FIVE: Surety Bond. In addition to the requirements as set forth herein, it shall be the duty of every builder; contractor and sub-contractor to provide and have on file a current License and Permit Bond for $10,000. The bond is subject to the approval of City of Mobile Legal Department and shall be provided by a surety company qualified to do business in the State of Alabama.

Such bond shall insure that the licensee complies with laws, ordinances and building regulations of the applicable governing body. The local governing body shall be indemnified and saved harmless

from all claims arising from accidents and damage of any character whatsoever caused by the negligence of such person, firm, or corporation engaged in the building business or by any other unfaithful, inadequate work done either by themselves or their agents or employees.

ARTICLE SIX: Criteria for Owners to Obtain Permits. For the purpose of this Code, an owner physically doing the work themselves may be issued a permit upon the Building Official's satisfaction that the owner is competent to perform the work for which the permit is requested and completion of a Building Affidavit. Any individual other than the owner doing the work on the property is considered a contractor and shall meet the requirements of a contractor and shall comply with all applicable laws, codes, and ordinances. All inspections criteria shall be the same as for contractors in SECTION R109 INSPECTIONS. All other properties will be considered as commercial and subject to ARTICLE FOUR in this Ordinance.

ARTICLE SEVEN: Vehicular Signs. All trucks and similar vehicles used by contractors and subcontractors shall have signs on both sides of the body of said vehicle indicating the full name, address, and telephone number of the firm to which it belongs. Lettering may be any color in contrast to the color of the body, but letters must be at least 1 ½ inches high, identifying the firm's name.

ARTICLE EIGHT: 2021 INTERNATIONAL RESIDENTIAL CODE > Part 1 Administrative > CHAPTER 1 SCOPE AND ADMINISTRATION > Part 1-Scope and Application > To be amended as follows:

R101 Scope and general Requirements – R101.1 Title. To read as follows:
R101.1 Title. These provisions shall be known as the *Residential Code for One-and Two-Family Dwellings* of the City of Mobile and shall be cited as such and will be referred to herein as "this Code."

SECTION R102 APPLICABILITY - R102.4 Referenced codes and standards. – Amend to read as follows:

Add Paragraph R102.4.3 Mechanical. To read as follows:
R102.4.3 Mechanical. The provisions of the *2021 International Mechanical Code*, and adopted ordinances shall apply to the installation, alterations, repairs, and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators, and other energy-related systems.

Add Paragraph R102.4.4 Plumbing. To read as follows:
R102.4.4 Plumbing. The provisions of the *2021 International Plumbing Code,* and adopted ordinances shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the *International Private Sewage Disposal Code* shall apply to private sewage disposal systems.

Add Paragraph R102.4.5 Property Maintenance. To read as follows:
R102.4.5 Property Maintenance. The provisions of the *2021 International Property Maintenance Code* and adopted ordinances shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life, and fire safety hazards; responsibilities of owners, operators, and occupants; and occupancy of existing premises and structures.

Add Paragraph R102.4.6 Fire Prevention. To read as follows:
R102.4.6 Fire Prevention. The provisions of the *2021 International Fire Code*, and adopted ordinances shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Add Paragraph R102.5.1 Adopted Appendices. To read as follows:
Paragraph R102.5.1 Adopted Appendices. The following appendices shall be adopted:

Appendix AE - Manufactured Housing Used as Dwellings
Appendix AF - Radon Control Methods
Appendix AH - Patio Covers
Appendix AJ - Existing Buildings and Structures
Appendix AK - Sound Transmission
Appendix AM - Home Day Care R-3 Occupancy
Appendix AO - Automatic Vehicular Gates
Appendix AQ – Tiny Houses

Part 2-Administration and Enforcement
SECTION R103 DEPARTMENT OF BUILDING SAFETY – Amend To read as follows:

R103.1 Creation of enforcement agency. Amend to read as follows:
R103.1 Creation of Enforcement Agency. The Department of Building Safety is hereby created, herein shall be called Build Mobile, and the official in charge thereof shall be known as the *Building Official*.

SECTION R104 DUTIES AND POWERS OF THE BUILDING OFFICIAL – R104.10 Modifications. Amend to read as follows:

R104.10.1 Flood hazard areas. Amend to read as follows:
R104.10.1 Flood hazard areas. The *Building Official* shall not grant modifications to any provision related to areas prone to flooding as established by Table R301.2(1) without the granting of a variance to such provisions by the City of Mobile "Storm Water Management and Flood Control Ordinance". Shall be in accordance with International Building Code; applicable section, which is adopted by separate ordinance.

SECTION R105 PERMITS – Amend to read as follows:

R105.2 Work exempt from permits. Amend to read as follows:

Electrical: – Delete in its entirety.
Gas: – Delete in its entirety.
Mechanical: – Delete in its entirety. Plumbing:
– Delete in its entirety.
Paragraph R105.3 Application for Permit. Amend to read as follows:

R105.3 Application for Permit. Add sub-paragraphs as follows:

8. Applicant must provide proper identification.

9. Applicant must verify ownership of property.

SECTION R108 FEES. Amend to read as follows:

R108.2 Schedule of permit fees. To read as follows:

R108.2 Schedule of permit fees. On all buildings, structures, electrical, plumbing, and mechanical systems, or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

R108.5 Refunds. Amend to read as follows:
R108.5 Refunds. Building permit refunds shall be issued in accordance with the policies spelled out in the "Building Codes Permit Fee Schedule Ordinance" as adopted in a separate ordinance.

SECTION R112 BOARD OF APPEALS - Amend to read as follows:

R112.1 General. - Delete in its entirety.
R112.2 Limitations on authority. - Delete in its entirety.
R112.3 Qualifications. – Delete in its entirety.
R112.4 Administration. – Delete in its entirety.

Add Paragraph R112.1 General. To read as follows:
R112.1 General. Board of Appeals shall be in accordance with applicable sections of the International Building Code and the Ordinance Adopting the International Building Code.

Add Paragraph R112.2 Determination of substantial improvements in flood prone areas. To read as follows:

R112.2 Determination of substantial improvements in flood prone areas. Shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance" administered and enforced by the City of Mobile Engineering Department.

Add Paragraph R112.3 Criteria for issuance of a variance for areas prone to flooding. To read as follows:

R112.3 Criteria for issuance of a variance for areas prone to flooding. Variance for areas prone to flooding shall be in accordance with the City of Mobile "Storm Water Management and Flood Control Ordinance".

SECTION R113. VIOLATIONS – Amend To read as follows:

Paragraph R113.4 Violations Penalties. To read as follows:

Add Sub-Paragraph (A)

(A) Violation of the provisions of the 2021 International Residential Code (IRC) shall be subject to $250.00 unless otherwise listed below:

1. Occupying building without Certificate of Occupancy $300.00
2. Working without proper license and certifications $500.00
3. Signage on all vehicles used by contractor. $100.00
4. Interference with Building Official $100.00

ARTICLE NINE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part II-Definitions > CHAPTER 2 DEFINITIONS > SECTION R202 DEFINITIONS > Amend to read as follows:

Add DEFINITIONS – To read as follows:

FLOOD HAZARD AREA. The area designed as a flood hazard area in accordance with the "Storm Water Management and Flood Control Ordinance" adopted and administered by the City of Mobile's Engineering Department.

HISTORIC BUILDING. Any building or structure that is listed in the Alabama Register of Landmarks and Heritage or in the National Register of Historic Places; designated as a historic property under local or state designation; certified as a contributing resource within a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed in the Alabama Register or the National Register of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places.

ARTICLE TEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part III – Building Planning and Construction > CHAPTER 3 BUILDING PLANNING > Amend as follows:

SECTION R301 DESIGN CRITERIA - Amend to read as follows:

Table R301.2 Climatic and Geographic Design Criteria - To read as follows:

TABLE R301.2

Ground Snow Load	Wind Design		Seismic Design	Subject To Damage From			Winter Design	Ice Barrier	Flood Hazard	Air	Mean Annual
	Speed (MPH)	Topographic Effects	Category	Weathering	Frost Line Depth	Termites	Temp	Underlayment Required		Freezing Index	Temp
0	Ultimate 159	No	A	Negligible	12 Inches	Needed	29	No	Yes	1500	67.5 degrees

SECTION R313 AUTOMATIC FIRE SPRINKLER SYSTEM – Amend to read as follows:

R313.1 Townhouse automatic fire sprinkler systems. – Delete in its entirety.

R313.2 One- and two-family dwellings automatic sprinkler systems. – Delete in its entirety.

Add R313.1 Automatic Fire Sprinkler System. To read as follows:

R313.1 Automatic Fire Sprinkler System. Shall be in accordance with the State of Alabama Energy Conservation Code. Code of Alabama 1975 – Title 41: State Government – Section 41-2385 – Function of Board and Division

SECTION R318 PROTECTION AGAINST SUBTERRANEAN TERMITES >
R318.2 Chemical termiticide treatment. - Amend to read follows:

Add Paragraph R318.2.1 Treatment verification. To read as follows:

R318.2.1 Treatment verification. It shall be the responsibility of the permit holder to provide a receipt from a licensed and bonded pest control specialist to certify soil treatment or field applied wood treatment and materials used.

Amend SECTION R322 FLOOD-RESISTANT CONSTRUCTION to read as follows:
R322.1.4 Establishing the design flood elevation. Amend to read as follows:

R322.1.4 Establishment of special flood hazard areas. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in the most current adopted Flood Insurance Study entitled “The Flood Insurance Study for

Mobile County, Alabama and Incorporated Areas", as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.
Where there is a difference between the ordinances relating to flood hazard areas, flood hazard map, supporting data or code, the more stringent provision shall prevail.

Add paragraph 322.1.4.3 Variance and appeal. To read as follows.
322.1.4.3 Variance and appeal. The variance and appeal procedure shall be in accordance with the applicable sections of the adopted "Storm Water Management and Flood Control Ordinance" which is administered and enforced by the City of Mobile Engineering Department.

2021 INTERNATIONAL RESIDENTIAL CODE > CHAPTER 9 ROOF ASSEMBLIES >
Amend as follows:
ADD THE FOLLOWING COASTAL CONSTRUCTION CODE SUPPLEMENT (CCCS):
Where there is a conflict between the general requirement of the 2021 IRC and a specific requirement of the CCCS, the specific requirement of the CCCS shall be applicable.

S1 Roof Coverings
Roof coverings and their attachment shall be rated for the ASCE 7 design wind speed or corresponding wind and uplift pressures for the site location of the building and shall be installed in accordance with the manufacturer's recommendations for high-wind regions.

S1.1 Asphalt Shingles:
Asphalt shingles shall be tested in accordance with ASTM D7158 or ASTM D3161 and meet Class H or F requirements. Their packaging shall be labeled to indicate compliance with ASTM D7158 Class H or ASTM D3161 Class F.

S1.1.1 Shingle attachment:
Shingles shall be installed using the number of fasteners required by the manufacturer for high wind fastening. In areas where the local building code requires more fasteners than required by the manufacturer, fasteners shall comply with the local building code.

S1.1.2 Drip Edge Installation
A metal drip edge (minimum 26-gauge steel) shall be installed over underlayment along all eaves and gable rake edges. Drip edge flange shall extend a minimum of 1/2 inch below the sheathing. Drip edge shall be attached at 4 inches on center using roofing nails in a staggered pattern along the length of the drip edge. Drip edges shall be overlapped a minimum of 3 inches and secured with 2 nails at overlaps.

Roof pitch 2:12 or greater:

- Shingle roof covers: Seal the drip edge over the underlayment and install the starter strip at the eave and rake by applying an 8-inch-wide layer of compatible flashing cement with 1/8-inch maximum thickness over the drip edge and underlayment or install a manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave and rake.
- Metal roof covers: Apply a compatible manufacturer-approved sealant between the drip edge and adjacent underlayment or use a manufacturer-approved 4-inch-wide selfadhered seam tape.
- Roof pitch less than 2:12: Refer to manufacturer's drip edge installation requirements.

S1.1.3 Installation of starter strips at eaves:
Starter strips at eaves shall be set in a minimum 8-inch-wide strip of flashing cement. Maximum thickness of flashing cement shall be 1/8 inch or a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at eave.

S1.1.4 Attachment of shingles at intersections, valleys, rakes and gable ends:

S1.1.4.1 Attachment of Shingles at Intersections and Valleys:
Shingles installed at all intersections and both sides of open valleys shall be set in a minimum 8-in.wide strip of flashing cement. The maximum thickness of flashing cement shall be ⅛ in. Cut side of closed valleys shall be set in a minimum 2-in.-wide, ⅛-in.-thick strip of flashing cement. Woven valleys to be installed according to the manufacturer's specifications.

S1.1.4.2 Attachment of Shingles at Rakes:
Manufacturer-approved starter strips at rakes shall be set in a minimum 8-in.-wide strip of compatible flashing cement. Maximum thickness of flashing cement shall be ⅛ in or install a shingle manufacturer–approved ASTM D1970 fully adhered (peel-and-stick) starter strip with asphaltic adhesive strip at rake. Fasten starter strips parallel to the rakes according to the manufacturer’s specifications. Position fasteners to ensure they will not be exposed. Starter strips and shingles must not extend more than ¼ in. beyond the drip edge.

S1.2 Metal Panel Roof Coverings:
Metal panel roofing systems shall be installed in accordance with the manufacturer's installation instructions and shall provide uplift resistance equal to or greater than the most critical design uplift pressure for the roof based on the site design wind speed, mean roof height, slope, and exposure category.

Products shall be tested in accordance with UL 1897, UL 580, or TAS 125, incorporating a 2.0 safety factor, and have evaluation reports from one of the following:

- ICC-ES Evaluation Report
- Florida Product Approval
- Miami-Dade County Notice of Acceptance (NOA)
- Texas Department of Insurance (TDI) Evaluation Report

The metal panels shall be installed over continuous decking and one of the acceptable sealed roof deck underlayment options (See Section S2).

S1.3 Clay and Concrete Roof Tiles:
Clay and concrete roof tiles shall be installed in accordance with manufacturer's installation instructions, manufacturer's product approval, and FRSA/Tile Roofing Institute Florida High Wind Concrete and Clay Tile Installation Manual (5th edition for ASCE 7-10) or (6th edition for ASCE 716). Clay and concrete roof tile systems shall be installed over continuous 15/32" thick plywood roof decking and one of the acceptable sealed roof deck underlayment options (See Section S2). Clay and concrete roof tile systems and their attachment shall meet the requirements of the site design wind speed and exposure category. Hip and ridge structural supports shall be attached to the roof framing to resist the uplift pressure for the site design wind speed and exposure. Hip and ridge tiles shall be secured to the hip and ridge structural supports with mechanical fasteners and/or an approved roof tile adhesive to resist the uplift pressure for the site design.

S1.4 Other Roof Coverings:
For all other roof coverings, the designer must provide documentation showing the roof covering and the attachments were designed for the component and cladding wind pressures corresponding to the site design wind speed. All roof coverings, regardless of type, shall be installed in accordance with the manufacturer's installation guidelines for the appropriate design wind speed. When applicable (e.g., wood shakes, slate roofs), the roof deck shall be sealed using one of the options provided in Section S2 that is compatible with the manufacturer's installation requirements for the roof covering selected.

S1.5 Residential Re-roofing:
Re-roofing of residential structures shall meet the requirements of this section for roof sheathing replacement, roof sheathing attachment, and roof covering; and Section S2 for Sealed Roof Deck. Existing roof coverings shall be removed to expose the roof deck. An inspection shall be conducted at this point to determine the condition of roof decking in accordance with section S1.5.1. The inspection shall also determine the adequacy of the roof deck attachment and the existing decking. Any replaced decking shall be fastened in accordance with Section S1.5.2 or Section S1.5.3 as appropriate for the type and thickness of the roof decking.

S1.5.1 Deteriorated or damaged roof deck:
Damaged or deteriorated decking will generally be marked by one or more of the following characteristics: soft or spongy wood, wood swelling or buckling, delamination (plywood), or crumbling and flaking wood. If deteriorated or damaged roof decking is identified, the decking shall be replaced.

S1.5.2 Attachment of wood boards/lumber (Roof Decking):
Up to 8" Width - Add fasteners as required to ensure that the decking is secured with at least two nails, having a minimum diameter of 0.131 inches, and penetrate a minimum of 1-5/8 inches into the roof framing (minimum length of nail - 21/2")

Wider than 8" - Three nails to each framing member it crosses, having a minimum diameter of

0.131 inches and penetrate a minimum of 15/8 inches into roof framing (minimum length of nail - 21/2"). Framing members shall be spaced no more than 24 inches apart. Clipped-head, D-head, or round-head nails shall be acceptable provided they have the required minimum diameter and length.

S1.5.3 Attachment of wood structural panel (plywood or OSB) Roof Sheathing:
Re-nailing requirements are based on using ring-shank nails with the following characteristics and dimensions.

- Ring shank nails conforming to ASTM F1667
- Minimum 8d (0.113-inch minimum shank diameter)
- 23/8-inch minimum nail length
- Full round head diameter (no clipped head nails allowed)

TABLE S1. ROOF SHEATHING AND ATTACHMENT

ASCE Edition	**Minimum Roof Sheathing Thickness** 1, 2, 3	**Minimum Nail Size/Type** 1	**Maximum Nail Spacing** (All Roof Areas)
ASCE 7-10	7/16 inch	RsRS-01;0.113” DIA X 23/8 Roof Sheathing Ring Shank Nail	4-inch o.c.
ASCE 7-16	15/32 inch		

Notes for Table S1:

1. For concrete and clay tile roof coverings, minimum thickness is 15/32"
2. For metal roof coverings, verify manufacturer's sheathing thickness requirements are met
3. Full round head diameter nails; no clipped-head nails; no common nails; no staples

S2 Sealed Roof Deck:
For all new construction and re-roofing applications, a sealed roof deck shall be constructed using one of the methods specified in Sections S2.1, S2.2, S2.3, or S2.4 for roofs with 2:12 pitch or greater. For roof slopes less than 2:12, a low-slope roof cover system that meets required site design uplift pressures shall be installed per manufacturer instructions.

S2.1 Self-adhering Polymer-Modified Bitumen Membrane:
The entire roof deck shall be covered with a full layer of self-adhering polymer-modified bitumen membrane ("peel and stick") conforming to ASTM D1970 requirements. In applications where membrane adhesion to OSB is marginal, apply a primer to the OSB panels to ensure the proper attachment of the self-adhering membrane to the sheathing

S2.2 Tape Seams Between Roof Deck Wood Structural Panels:
Apply a 4-inch-wide ASTM D1970 compliant self-adhering polymer-modified bitumen flashing tape or a 3¾-inch wide AAMA 711-13, Level 3 (for exposure up to 80oC/176oF) compliant selfadhering flexible flashing tape to seal all horizontal and vertical joints in the roof deck. In

applications where flashing tape adhesion to OSB is marginal, apply a manufacturer-specified compatible primer to the OSB panels where the tape will be used to ensure the proper attachment of the self-adhering tape to the sheathing.

Cover the entire deck with one of the following underlayment options over the self-adhering tape:

- ASTM D226 Type II (#30)
- ASTM D4869 Type III or Type IV (#30)
- ASTM D6757 (for asphalt shingle roof covers)
- ASTM D8257 (standard for polymeric underlayment)

S2.2.1 Underlayment Installation:
Underlayment shall be attached using corrosion-resistant annular ring or deformed shank roofing nails (0.083-inch minimum diameter and penetrate 3/4 inch through roof sheathing) with minimum 1-in.-diameter caps (button cap nails) at 6 in. o.c. spacing along all laps and at 12 in. o.c. vertically and horizontally in the field or a more stringent fastener schedule if required by the manufacturer for high-wind and prolonged exposure installations. Horizontal laps shall be a minimum of 4 in., and end laps shall be a minimum of 6 in. Weave underlayment across valleys. Double-lap underlayment across ridges (unless there is a continuous ridge vent). Lap underlayment with minimum 6-in. leg "turned-up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.3 Two Layers of Underlayment:
Install two (2) layers of ASTM D226 Type II (#30) or ASTM D4869 Type III or IV (#30) underlayment in a shingle fashion, lapped 19 in. on horizontal seams (36-in. roll), and 6 in. on vertical seams. Create a starter course of felt by cutting 17 in. off one side of the roll and install the remaining 19-in.-wide strip of underlayment along the eave, safely tacked in place. Install a 36-in.wide roll of underlayment over the 19- in.-wide course of underlayment along the eave. The same procedure shall be followed for each course, overlapping the sheets 19-in. (leaving a 17-in. exposure).
The underlayment shall be fastened with annular ring or deformed shank nails with 1-in.-diameter caps at 6-in. o.c. along the laps and at approximately 12- in. o.c. in the field of the top sheet between the side laps. For sites with ultimate design wind speeds less than 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter caps (button cap nails) shall be allowed. For sites with ultimate design wind speeds greater than or equal to 160 mph (ASCE 7-10 or 7-16), annular ring or deformed shank nails with 1-in.-diameter thin metal disks ("tincaps") shall be used.

Note:

- Weave underlayment across valleys.
- Double-lap underlayment across ridges (unless there is a continuous ridge vent).
- Lap underlayment with minimum 6-in. leg "turned up" at wall intersections; lap wall weather barrier over turned-up roof underlayment.

S2.4 Combination Roof Sheathing and Roof Underlayment:

An ICC Evaluation Service AC266-rated system consisting of wood structural sheathing with an integrated water-resistive barrier such as Huber Zip System Roof Sheathing Panels can be used in combination with approved tape to seal the roof deck seams.

S3 Aluminum/Vinyl Soffit:
Aluminum/Vinyl Soffit covering are limited to a maximum of 12 inches between support members and must be installed in accordance with the soffit manufacturer's instructions. Aluminum soffit covers shall not be used within 3000 ft of the coast.

S4 Roof Deck Attachment:
Roof sheathing thickness and attachment shall be in accordance with Section S1.5.3.

S5 Roof Vents:
Roof Vents shall be designed for the applicable wind load; ridge and off ridge vents shall be tested in accordance with the Florida Building Code Testing Application Standard or TAS 100(A) for high wind and be labeled for verification of compliance. All roof vents shall be installed in accordance with the manufacturer's installation instructions for the appropriate wind load.
Gable vents shall be provided with a removable cover that can be attached from the outside made of plywood or a nonporous type of shutter that will prevent water from entering through the gable end vent. Wood structural panels with a minimum thickness of 7/16 inch and a maximum span of 4 feet shall be used as a gable end cover. Panels must be pre-cut so that they can be attached to the framing surrounding the gable vent. Panels shall be pre-drilled as required for the anchorage method, and all required hardware shall be provided. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building shall be provided. The attachment schedule shall be in accordance with Table S5.

TABLE S5. GABLE END COVERING FASTENER SCHEDULE

Fastener Type	Fastener sp-0acing (inches)1
¼-inch diameter Lag Screw2 based anchor with 2-inch embedment length 2 and 1” diameter washer	16

Notes for Table S5:
1. Fasteners shall be installed at opposing ends of the wood structural panel and have a 2-inch minimum penetration into the building framing through veneers. Attachment to veneers is not acceptable.
2. Where screws are attached to masonry or masonry/stucco, they shall be attached using vibrationresistant anchors having a minimum withdrawal capacity of 1500 lb.

S6 Gable End Bracing:
Gable end wood structural panel wall sheathing shall have a minimum thickness of 7/16 inch.

Unless balloon framed, gable ends over 3-ft high shall be braced using the method specified in S6.1, S6.2, or S6.3 or per 2018 IEBC, Appendix C, Chapter C1 "Gable End Retrofit for High Wind Areas."

S6.1 Gable End Bracing Option 1:
Gable end framing, connections, and bracing shall be designed by a professional engineer for the appropriate exposure category, design wind speed, mean roof height, and location on the building to resist the appropriate positive and negative lateral wind loads and wind uplift.

S6.2 Gable End Bracing Option 2:
A minimum 2-inch x 6-inch horizontal strong-back shall be installed at the midpoint of the vertical height of the gable end wall. Strong-back shall be attached to each framing member it crosses using metal straps with 3- 8d x 1-1/2-inch-long nails at each end of the strap. Minimum 2 x 4 diagonal bracing not to exceed 45 degrees or 4 feet o.c. shall be installed on top of strong back and face nailed with 4-10d nails into the side of gable wall framing studs. The other ends of diagonal braces shall be toenailed to roof rafters or top chords or trusses and connected with a metal strap with 4-8d x 1-1/2-inch long nails at each end of strap or face nailed with 4-10d nails into sides of ceiling joists when they run perpendicular to the gable wall or into the sides of 2-inch x 4-inch x 8-foot lateral braces connected to tops of ceiling joists or truss bottom chords when ceiling joists run parallel to the gable wall.
In addition, when ceiling joists run parallel to the gable end wall, a minimum 2-inch x 4-inch x 8foot lateral brace shall be installed at a maximum of 6 feet o.c. on top of ceiling joists or truss bottom chord and gable top plate, aligned with a wall stud below and nailed with 2-10d nails at each support. Metal 20-gauge straps shall be installed on top of 2-inch x 4-inch lateral brace and over gable top plate into stud below using 10- 8d nails top and bottom (into the lateral brace and into the wall stud below). Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S6.3 Gable End Bracing Option 3:
When ceiling joists or trusses run parallel to the gable end wall, continuous 2-by-4 lateral braces shall be installed on the top edges of ceiling joists or the top edges of truss bottom chords from the gable end truss/framing at a maximum of 6-feet o.c. and aligned with a wall stud below. The lateral braces shall be attached to each truss bottom chord/ceiling joist with 2-10d nails. The braces shall extend back from the gable truss/framing at a distance equal to 90% of the building width. Each lateral brace shall have a minimum 20-gauge metal strap connected to the lateral brace that wraps over the bottom chord of the gable end wall plate/truss, over the top plate of the wall below, and connected to a stud in the wall below. Straps shall be connected with ten (10) 8d nails at each end. Install minimum 2 x 4 blocking under lateral braces in the bay between the gable wall framing and the first ceiling joist or truss with four (4) 10d nails.

S7 Continuous Load Path:
A continuous load path shall be provided to transfer all lateral and vertical loads from the roof, wall, and floor systems to the foundation. All residential structures proposed for locations with an ultimate wind speed of greater than 115 mph shall have the structural design depicting the load path and all connections signed and sealed by a State-based, registered, licensed professional engineer.

S8 Glazed Openings:
Glazed openings shall be designed and protected in relation to the applicable wind loads and impact resistance requirements specified in Sections S8.1 and S8.2.

S8.1 Design Pressure Requirements:
Windows, all exterior doors (including the glazing in exterior doors), and all impact protection systems shall be rated for the design pressures appropriate for the exposure category, design wind speed, opening size, and opening location on the building. The required pressure ratings shall be depicted on the building plans. Products shall be tested, at a minimum, in accordance with IRC accepted standards and installed in accordance with the manufacturer's instructions. Acceptable IRC design pressure test standards for windows and glass doors include AAMA/WDMA/CSA 101/I.S.2/A440, ASTM E330 (products shall be tested to 1.5 times design pressure). Installation of products with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted.

S8.2 Opening Protection Impact Requirements:
All glazing in exterior windows and doors (including sliding glass doors, garage doors, and entry doors, etc.) shall be impact rated or protected by a system that is impact-rated as defined in this section.

Where the ultimate design wind speed is 115 mph or greater (i.e., hurricane-prone regions), openings and opening covers must be impact rated in accordance with the following tests and requirements:

- Large Missile D (8 lb 2x4 impacting end on at 50 ft/sec) as defined in ASTM E1996 and ASTM E 1886 or AAMA 506 (AAMA is also known as FGIA)
- The Florida Building Code Testing Application Standards TAS 201 and TAS 203
- Where ultimate design wind speeds are less than 130 mph, protective systems that provide at least the level of protection of wood structural panels with a minimum thickness of 7/16 in. and a maximum span of 44 in. between lines of fasteners are permitted to be used as removable opening protection. Panels shall be pre-cut and predrilled as required for the anchorage method, and all required hardware shall be provided. Wood structural panels shall extend a minimum of 1-inch beyond the centerline of fasteners. Permanent corrosion-resistant attachment hardware with anchors permanently installed on the building must be provided. The attachment schedule must be, at a minimum, in accordance with Table S5.

S9 Garage Doors:
Garage doors and their attachment system shall conform to the design wind pressure for the door size, exposure category, and design wind speed at the site. Products shall be tested and approved per ANSI/DASMA 108 or ASTM E 330 for the required design wind pressure. Garage doors and their attachment systems with adequate ratings achieved using the Florida Building Code Testing Application Standard, TAS 202 shall also be permitted. Labeling for verification of compliance is required. Garage doors with windows must also be protected from impact (either tested for impact resistance in accordance with ANSI/DASMA 115 or protected by an impact-rated cover).

S10 Chimney Chases:
Wood frame chimney chases shall be structurally connected to rafters and ceiling joists. The attachment shall be detailed in the engineered plans or shall meet the minimum requirements of Sections S10.1, S10.2, and S10.3, as illustrated in Figure S10.

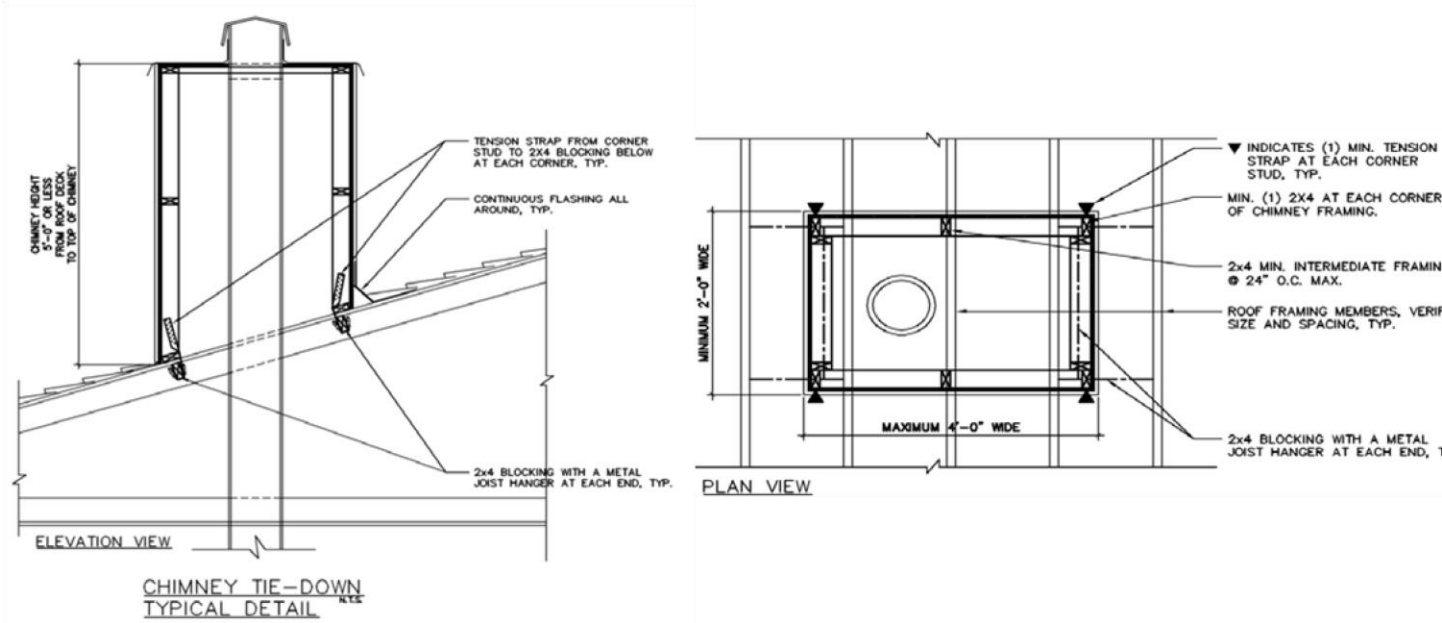
S10.1 Connection of Chimney structure to Roof Structure:
Each corner of the chimney structure shall have a tension strap fastened to the corner stud that continues downward to the roof support members below. The tension strap shall have a minimum tension capacity of 700 pounds and shall be connected per manufacturer installation instructions.

S10.2 Sheathing of Chimney:
Chimney framing shall be sheathed with a minimum of 7/16-inch-thick wood structural panels on all four exterior sides.

S10.3 Support of Chimney Perimeter:
The base perimeters of chimney framing shall be continuously supported by minimum 2x4 blocking fastened to roof framing members with joist hangers.

FIGURE S10. TYPICAL CHIMNEY TIE-DOWN DETAILS

S11 Braced Wall Lines / Shear Walls:



Exterior and Interior shear wall and/or braced wall panel locations shall be indicated on the plans and shall be nailed in accordance with the engineered drawings but no less than 6 inches o.c. maximum spacing along all intermediate and edge framing using 8d (0.113-inch diameter x 2-3/8inch-long) irregular shank (i.e., ring shank or spiral) nails with full round heads. Shear wall designs and hold-down connections to the foundation shall be in accordance with accepted engineering practices and meet the engineered design requirements specified in Section S7.

ARTICLE ELEVEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part V-Mechanical > Amended as follows:

CHAPTER 12 MECHANICAL ADMINISTRATION – Delete in its entirety.

CHAPTER 13 GENERAL MECHANICAL SYSTEM REQUIREMENTS – Delete in its entirety.

CHAPTER 14 HEATING AND COOLING EQUIPMENT AND APPLIANCES – Delete in its entirety.

CHAPTER 15 EXHAUST SYSTEMS – Delete in its entirety.

CHAPTER 16 DUCT SYSTEMS – Delete in its entirety.

CHAPTER 17 COMBUSTION AIR – Delete in its entirety.

CHAPTER 18 CHIMNEYS AND VENTS – Delete in its entirety.

CHAPTER 19 SPECIAL APPLIANCES, EQUIPMENT AND SYSTEMS – Delete in its entirety.

CHAPTER 20 BOILERS AND WATER HEATERS – Delete in its entirety.

CHAPTER 21 HYDRONIC PIPING – Delete in its entirety.

CHAPTER 22 SPECIAL PIPING AND STORAGE SYSTEMS – Delete in its entirety.

CHAPTER 23 SOLAR THERMAL ENERGY SYSTEMS – Delete in its entirety.

All mechanical design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Mechanical Code* which is adopted by separate ordinance.

ARTICLE TWELVE: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VI-Fuel gas > CHAPTER 24 FUEL GAS > Amended as follows:

CHAPTER 24 FUEL GAS – Delete in its entirety.

All fuel gas design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Fuel Gas Code* which is adopted by separate ordinance.

ARTICLE THIRTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VII-Plumbing > Amended as follows:

CHAPTER 25 PLUMBING ADMINSTRATION – Delete in its entirety.

CHAPTER 26 GENERAL PLUMBING REQUIREMENTS – Delete in its entirety.

CHAPTER 27 PLUMBING FIXTURES – Delete in its entirety.

CHAPTER 28 WATER HEATERS – Delete in its entirety.

CHAPTER 29 WATER SUPPLY AND DISTRIBUTION – Delete in its entirety.

CHAPTER 30 SANITARY DRAINAGE – Delete in its entirety.

CHAPTER 31 VENTS – Delete in its entirety.

CHAPTER 32 TRAPS – Delete in its entirety.

CHAPTER 33 STORM DRAINAGE – Delete in its entirety.

All plumbing systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2021 International Plumbing Code* which is adopted by separate ordinance.

ARTICLE FOURTEEN: 2021 INTERNATIONAL RESIDENTIAL CODE > Part VIII-Electrical > Amended as follows:

CHAPTER 34 GENERAL REQUIREMENTS – Delete in its entirety.

CHAPTER 35 ELECTRICAL DEFINITIONS – Delete in its entirety.

CHAPTER 36 SERVICES – Delete in its entirety.

CHAPTER 37 BRANCH CIRCUIT AND FEEDER REQUIREMENTS – Delete in its entirety.

CHAPTER 38 WIRING METHODS – Delete in its entirety.

CHAPTER 39 POWER AND LIGHTING DISTRIBUTION – Delete in its entirety.

CHAPTER 40 DEVICES AND LUMINARIES – Delete in its entirety.

CHAPTER 41 APPLIANCE INSTALLATION – Delete in its entirety.

CHAPTER 42 SWIMMING POOLS – Delete in its entirety.

CHAPTER 43 CLASS 2 REMOTE-CONTROL, SIGNALING AND POWER-LIMITED CIRCUITS – Delete in its entirety.

All electrical systems design, installation, maintenance, alterations, equipment, and inspections shall be in compliance with the *2020 National Electrical Code* which is adopted by separate ordinance.

ARTICLE FIFTEEN: SEPARATION CLAUSE: If any section, subsection, sentence, clause, or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code. The City Council of the City of Mobile hereby declares that it would have passed this Code and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, or phrases be declared unconstitutional.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED FOR RENTAL FEE FOR THE DISTRICT 1 ANNUAL HOLIDAY MEETING TO BE HELD ON NOVEMBER 26, 2022 AT FIGURES COMMUNITY CENTER

Amount of Contract:

$1,650.00

Funding Source

Project # 10041020-42140 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER FUND RESOLUTION - FIGURES COMMUNITY CENTER	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	10/27/2022 - 12:35 PM

60- 2022

R E S O L U T I O N

Sponsored by: *Cory Penn, Councilmember District 1*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **$1,650.00** to be transferred from the General Fund, District 2 Discretionary Account DSC-01, General Fund Account 10041020-42140 to the Parks & Recreation Department, Revenue Account 10002032-34497, for rental fees for the District 1 annual holiday meeting to be held on November 26, 2022 at Figures Community Center.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR RENTAL FEE FOR THE ANNUAL HARVEST EVENT TO BE HALD ON NOVEMBER 12, 2022 AT THE JAMES SEALS COMMUNITY CENTER

Amount of Contract:

$450.00

Funding Source

Project # DSC-02 / 10041020-42140 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
TRANSFER FUNDS RESOLUTION - JAMES SEALS COMMUNITY CENTER	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	10/27/2022 - 12:43 PM

60- 2022

R E S O L U T I O N

Sponsored by: *William Carroll, Councilmember District 2*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $450.00 to be transferred from the General Fund, District 2 Discretionary Account DSC-02, General Fund Account 10041020-42140 to the Parks & Recreation Department, Revenue Account 10042032-34497, for rental fees for the Annual Harvest event to be held on Saturday, November 12, 2022 at the James Seals Community Center.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Sponsored by:

Councilmember Jones

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 2:28 PM

R E S O L U T I O N

Sponsored by: Councilmember Jones

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:	Restaurant Retail Liquor License
Submitted by:	HJP Japanese Restaurant, Inc.
Location:	Shiso Restaurant 6945 Airport Boulevard Mobile, AL 36608

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 5540

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 10.20.2022

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:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *HJP JAPANESE RESTAURANT INC*

Trade Name: SHISO RESTAURANT

Location: 6945 AIRPORT BLVD MOBILE AL 36608

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

Comments:
NEW
AGENDA DATE
11.01.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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P.O. Box 1151
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This business is located within the City's corporate limits.

Comments:
NEW
AGENDA DATE
11.01.2022

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 11.01.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5540

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

HJP JAPANESE RESTAURANT INC has filed application with the City of
(Name of Applicant)

020 - RESTAURANT RETAIL LIQUOR

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: *HJP JAPANESE RESTAURANT INC*

TRADE NAME: SHISO RESTAURANT

LOCATED AT: 6945 AIRPORT BLVD MOBILE AL 36608

☐ 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: TONY T NGUYEN **PHONE#:** 504.390.3390

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 10.20.2022
Application No: 5540

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***HJP JAPANESE RESTAURANT INC***

Ownership: ***CORPORATION***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
NGUYEN, TONY THAI LA 002647692	MEMBER	01.21.1957 VIETNAM	

Corporate information: RES 912957 (Enter book & page or document info) Date: 10.30.2020 (Incorporation or Authority) County: MOBILE

Trade Name ***SHISO RESTAURANT***

Location 6945 AIRPORT BLVD MOBILE AL 36608

Mailing Address 6945 AIRPORT BLVD MOBILE AL 36608
(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) _____

1

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

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

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**

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**

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 10.20.2022

The undersigned HJP JAPANESE RESTAURANT LLC dba SHISO RESTAURANT - TONY T NGUYEN
(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 20th day of October Year 2022

R Shawn Skinner
SIGNATURE OF NOTARY

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

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person TONY T NGUYEN E-mail: TRANKRISTII@GMAIL.COM

Phone Number: Home: 504.390.3390 Cell: 504.390.3390 Bus: 504.390.3390

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

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

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

Building seating capacity 193 License premises includes patio area *N/A*

Square Footage 3000

License covers: *ENTIRE STRUCTURE*

License Structure: *SINGLE STRUCTURE*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE).

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
NGUYEN, TONY THAI LA 002647692	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:

Lease /Property Ownership

Name of Property Owner/Lessor: T&H PROPERTY HOLDINGS LLC

Address of Property Owner/Lessor: 306 PORTSIDE LANE SLIDELL LA 70458

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

Business License & Taxes

Bill Detail

View Bill

Bill Year	2022
Bill Number	1407896
Owner Name	HJP JAPANESE RESTAURANT INC

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

030611-0001 SHAWN S. 10/20/2022 09:37AM

BUSINESS LICENSE
HJP JAPANESE RESTAURANT INC
123301
2022 Item: 1407896
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Total 50.00

CASH 50.00

Change due 0.00

Paid by: HJP JAPANESE RESTAURANT INC



Thank you for your payment

CUSTOMER COPY

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221019134235868

Type License: 020 - RESTAURANT RETAIL LIQUOR
State: $300.00 **County:** $300.00

Type License:
State: **County:**

Trade Name: SHISO RESTAURANT
Filing Fee: $50.00

Applicant: HJP JAPANESE RESTAURANT INC
Transfer Fee:

Location Address: 6945 AIRPORT BLVD MOBILE, AL 36608

Mailing Address: 4949 BULLARD AVE STE B NEW ORLEANS , LA 70128

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

Product Type:
Type Ownership: CORPORATION

Book, Page, or Document info: 44135111D

Do you sell Draft Beer?:

Date Incorporated: 10/30/2020 **State incorporated:** LA **County Incorporated:** ORLEANS

Date of Authority: 10/30/2020

Federal Tax ID: 85-3691214 **Alabama State Sales Tax ID:** R011327778

Name:	Title:	Date and Place of Birth:	Residence Address:
TONY THAI NGUYEN 002647692 - LA	OWNER	01/21/1957 VIETNAM	

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: KRISTI TRAN
Business Phone: 504-253-9990
Fax:

Home Phone: 504-231-5327
Cell Phone: 504-231-5327
E-mail: TRANKRISTII@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: 20221019134235868

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: T AND H PROPERTY HOLDINGS LLC 504-390-3390
What is lessors primary business? REAL ESTATE
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? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3000 Display Square Footage:
Building seating capacity: 193 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20221019134235868

Initial each | **Signature page**

Initial each	
TN	In reference to law violations, I attest to the truthfulness of the responses given within the application.
TN	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
TN	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
TN	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.
TN	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.
TN	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): TONY NGUYEN

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

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

Application Taken: 10/19/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

ABC Licensing & Compliance Division
Pre-Application

Application packet must be completed in full prior to scheduling an appointment.

In this packet is a list of documents that are REQUIRED to obtain an ABC Alcohol or Tobacco and/or Alternative Nicotine Product/Electronic Nicotine Delivery System License. Once you gather ALL documents listed on the checklist and complete this Pre-Application entirely, you will need to scan and email the packet to your local ABC Licensing and Compliance Division office for review. Once it is reviewed, you will be notified of any corrections that need to be made. If no corrections are necessary, an appointment will be scheduled with you to create your official ABC License Application. The local ABC Division office works with applicants BY APPOINTMENT ONLY. It is imperative that you arrive to your scheduled appointment on time.

Please use the attached checklist (Form LCD-2) to assist you in gathering the necessary documents for your application. If you have any questions, please contact your local ABC Division office.

1. Applicant Name: HJP JAPANESE RESTAURANT INC
   (Individual or legal entity responsible for this license; (i.e. sole proprietor, Corporation, Association, LLC, Partnership, LLP)
2. Doing Business As/Trade Name: SHISO RESTAURANT
3. Location Address: 6945 AIRPORT BLVD (Street Address (Include Suite/Unit/Building Number)) MOBILE (City) MOBILE COUNTY (County) 36608 (Zip Code)
4. Type of Business: Convenience Store ☐ Grocery ☐ Package Store ☑ Restaurant ☐ Lounge/Private Club ☐ Hotel/Motel ☐ Tobacco Store ☐ Department Store ☐ Other: ☐
5. If not a sole proprietor or partnership, is the applying entity a publicly traded company ☐ or a 501(c) organization ☐ ?
6. Governing Jurisdiction: MOBILE COUNTY (Where business is physically located – City or County Limits) (If business is located in the County, approx. distance from city limit:)
7. Police Jurisdiction: MOBILE COUNTY (Where business is physically located – City or County Limits)
8. Type of Ownership: CORPORATION (Individual, Partnership, LLP, LLC, Corporation, Association)
9. State Incorporated: LOUISIANA 11. Date Incorporated: 10/30/2020
12. County Incorporated: ORLEANS 13. Date of Authority to do Business in AL: 11/01/2020
14. Book, Page, Document Number: 000 - 805 - 679 15. Alabama State Sales Tax ID number: R011327778
16. Federal Tax ID number: 853691214
17. Mailing Address: 4949 BULLARD AVE STE B (Street Address (Include Suite/Unit/Building Number)) NEW ORLEANS (City) ORLEANS (County) 70128 (Zip Code)
    ☐ Check here if same as location address listed in 3.) above
18. Business Web Address (if applicable): _____

Contact Information: The contact listed below should be the individual the local ABC Division office will contact regarding this application for any corrections and/or questions that arise throughout the application process, as well as for any future communication with the licensed business. Please Note: It is extremely important to notify the ABC Board of any changes to the licensee's contact information for renewal purposes.

19. Contact Name: KRISTI TRAN Contact Relationship to Applicant: ACCOUNTANT

Contact Home Number: _____ Contact Cell Phone: 5042315327
Contact Business Number: 5042539930 Contact Fax Number: 8882476427
Contact Email Address: TRANKRISTI@GMAIL.COM

Individual or Officer Information: The following information is required for every person with profit or proprietary interest in the applicant. This includes, but is not limited to, all members of an LLC and all officers of a corporation. This does not apply to publicly traded corporations.

Full Name: TONY (First) THAI NGUYEN (Last)

Title: PRESIDENT Driver's License Number/S____ ion Date: ____

Date of Birth 01/21/1957 Place of Birth: VIETNAM

I am a: United States Citizen ☑ Legal Resident of the United States ☐

Social Security Number: 433 - 49 - 6403 Home Phone Number: ____ Cell Phone Number: (504-390-3390

Residence Address: 30 (Street Address (Include Suite/Unit/Building Number) City County Zip Code)

Have you ever legally changed your name? Yes ☐ No ☑

Have you ever legally changed your social security number? Yes ☐ No ☑

Please list all known Aliases and Nicknames: ____

Full Name: ____ (First) ____ (Middle) ____ (Last)

Title: ____ Driver's License Number/State: ____ Expiration Date: ____

Date of Birth ____ Place of Birth: ____

I am a: United States Citizen ☐ Legal Resident of the United States ☐

Social Security Number: ____-____-____ Home Phone Number: ____ Cell Phone Number: ____

Residence Address: ____ (Street Address (Include Suite/Unit/Building Number) City County Zip Code)

Have you ever legally changed your name? Yes ☐ No ☐

Have you ever legally changed your social security number? Yes ☐ No ☐

Please list all known Aliases and Nicknames: ____

Full Name: ____ (First) ____ (Middle) ____ (Last)

Title: ____ Driver's License Number/State: ____ Expiration Date: ____

Date of Birth ____ Place of Birth: ____

I am a: United States Citizen ☐ Legal Resident of the United States ☐

Social Security Number: ____-____-____ Home Phone Number: ____ Cell Phone Number: ____

Residence Address: ____ (Street Address (Include Suite/Unit/Building Number) City County Zip Code)

Have you ever legally changed your name? Yes ☐ No ☐

Have you ever legally changed your social security number? Yes ☐ No ☐

Please list all known Aliases and Nicknames: ____

****Additional officers/members must be listed on a separate sheet**

21. Does the applicant own the property? Yes ☐ No ☑

22. Name of Property Owner/Lessor: T & H PROPERTY HOLDINGS LLC

23. Property Owner/Lessor Phone Number: (504)390-3390

24. What is lessor's primary business? _____

25. Is lessor involved in any way with the alcoholic beverage business? Yes ☐ No ☐
If yes, please explain in detail: _____

26. Is there any further interest, or connection with, the licensee's business by the lessor? Yes ☐ No ☐
If yes, please explain in detail: _____

27. Will you be: Selling Retail ☑ Manufacturing/Importing ☐ Selling Wholesale ☐

28. Which of the following do you plan to sell? Wine ☑ Beer ☑ Spirits ☐ Tobacco Products and/or Alternative Nicotine Products/Electronic Nicotine Delivery Systems ☐

29. If you selected "Tobacco Products and/or Alternative Nicotine Products/Electronic Nicotine Delivery Systems" above, which product type(s) do you plan to sell:
(1) Tobacco Products ☐ (2) Alternative Nicotine Products and/or Electronic Nicotine Delivery Systems ☐ or (3) All of the above ☐

30. If you plan to sell Alternative Nicotine Products and/or Electronic Nicotine Delivery Systems, is your location **more than 1,000 ft from the following:** A public or private K-12 school; A licensed child-care facility or preschool; A church; A public library; A public playground; A public park; A youth center or other space used primarily for youth oriented activities? Yes ☐ No ☐
If no, please explain in detail: _____

31. Will you sell: On-Premises ☑ Off-Premises ☐ On and Off-Premises ☐

32. Will the business be operated primarily as a package store? Yes ☐ No ☑

33. Display square footage: 3000 SQ FT 35. Building dimensions square footage: 3000 SQ FT

36. License Structure: Single Structure ☑ Shopping Center ☐ Single Level ☐ Multiple Levels ☐

37. License Covers: Entire Structure ☑ Top Floor ☐ Bottom Floor ☐ or Other: ☐
If other, please explain in detail: _____

38. Is the physical structure of your business completed (pertaining to remodeling, new structures, etc.)? Yes ☑ No ☐
If no, please explain in detail: _____

39. Has applicant complied with Financial Responsibility ABC Rules and Regulations 20-X-5-.14 regarding Liquor Liability?
Yes ☑ No ☐ Liquor Liability Expiration Date: _____

40. How will you be funding the business? (i.e. loan, individual, business, other?): _____

41. Does ABC have any pending actions against you or any member of the applying entity? Yes ☐ No ☑
If yes, please explain in detail: _____

42. If a transfer, does ABC have any pending violations against the current licensee? Yes ☐ No ☑
If yes, please explain in detail: _____

43. Has anyone, including the manager or applicant, had a Federal/State permit or license suspended or revoked?
Yes ☐ No ☑
If yes, please explain in detail: _____

44. Are the applicant(s) named above the only person(s) interested in the business sought to be licensed (i.e. silent partner)? Yes ☑ No ☐ If no, please explain: _____

45. Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment? Yes ☐ No ☑
If yes, please explain in detail: _____

46. 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 the authority of this act? For example, applicant is applying for a retail beer license but also owns a property that is a licensed premises to manufacture beer. Yes ☐ No ☑
If yes, please provide business name and license number: _____

47. Is the applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof, from or through a subsidiary or affiliate or any other licensee, or from any firm, association, or corporation operating under or regulated by the authority of this act? For example, applicant is applying for a restaurant license and borrowed money to open their business from the owner of a distillery. Yes ☐ No ☑
If yes, please provide business name and license number: _____

48. Has any person(s) with any interest, whether as applicant, officer, member or partner been charged (whether convicted or not) with any law violation(s) – include DUIs, but can exclude minor traffic offenses: Yes ☐ No ☑

If yes, please explain below:

Name	Violation & Date	Arresting Agency	Disposition

List any additional violation history on a separate sheet

ADDITIONAL INFORMATION REQUIRED FOR LOCATIONS WITH ON-PREMISE SERVICE AND CONSUMPTION:

49. Have the requirements of Rules and Regulations 20-X-6-.02 (6) and (7) been met? Yes ☑ No ☐
50. Service and Consumption area square footage (must be at least 500 sq. ft.): 3600 SQ FT
51. Seating capacity in Consumption area (must be enough seating for a minimum of 16): 193
52. Does the proposed licensed premise contain a fully operational kitchen including a stove, refrigerator, and sink? Yes ☑ No ☐
53. Is the business used to habitually and principally provide food to the public? Yes ☑ No ☐
54. Does the proposed licensed premise have a functioning sink or sanitizing area for dishes? Yes ☑ No ☐
55. Does the proposed licensed premise have functioning restroom facilities? Yes ☑ No ☐
56. Does the proposed license premise include a patio area? Yes ☐ No ☑
If you selected yes, is the patio area visible from a church or school? Yes ☐ No ☐

ADDITIONAL INFORMATION REQUIRED FOR SPECIAL EVENTS LICENSE APPLICANTS ONLY (TEMPORARY LICENSE)

57. Will the event be 7 days or less? Yes ☐ No ☐
58. Will the event be more than 7 days, but less than 30 days? Yes ☐ No ☐
59. Event Start Date: _____ Event End Date: _____
60. Description of Special Event Location: _____
(Tent, City Park, Parking Lot, etc.): _____
61. Type of alcoholic beverages to be sold (Beer, Wine, and/or Liquor):
_____
62. Other Restrictions to Apply:
_____

ADDITIONAL INFORMATION REQUIRED FOR (031) or (032) CLUB LIQUOR RETAIL LICENSE APPLICANTS ONLY

60. 031 – Non-Profit Private Club: Do you have a minimum of 150 members? Yes ☐ No ☐
61. 032 – Private Club: Do you have a minimum of 100 members? Yes ☐ No ☐
62. Have you met all requirements as outlined in 20-X-5-.03? Yes ☐ No ☐
(See www.alabcboard.gov under the Legal heading)

ADDITIONAL INFORMATION REQUIRED FOR WINE FESTIVAL AND WINE FESTIVAL PARTICIPANT LICENSE APPLICANTS ONLY:

63. Will the event be 5 days or less? Yes ☐ No ☐
64. Event Start Date: _____ Event End Date: _____
65. Description of Wine Festival Location: (i.e. licensed winery premises, tent, city park)
_____
66. Other Restrictions to Apply: _____

IMPORTANT FACTS ABOUT AN ABC LICENSE

- The Alabama ABC License must be posted on the premises before you can order from a distributor or sell alcoholic beverages.
- Alabama ABC licensees are location specific and cannot be moved to any other location without completing a location transfer.
- Your local ABC office must be notified, in writing, of any changes in ownership with-in twenty days. NO EXCEPTIONS.
- No alcoholic beverages are allowed on the premises except that which is purchased by the ABC licensee and approved for sale within this state.
- Alabama ABC Licenses operate on a fiscal year and expire annually on September 30th. The license Renewal Period is from June 1st through July 31st of each year. The State of Alabama does NOT pro-rate the license fee.
- ABC licenses will be renewed online annually and printed by the licensee.
- All ABC Licensees are required to provide a valid e-mail address in order to receive their renewal notice and other important announcements.
- Any and ALL areas of an ABC licensed/permitted location is subject to inspection for compliance during their regular business hours by any Alabama ABC License Inspectors, any Law Enforcement Agency, and any other appointed agents of the Board.
- Any ABC Licensed location is enforced according to and must abide by state laws set forth by Code of Alabama 1975, Title 28, and ABC Rules and Regulations. Both can be found on our website, www.alabcboard.gov.

SIGNATURE REQUIRED:

I, TONY THAI NGUYEN, attest to the truthfulness of the responses given within the above license application.

_____
(Signature)

10.2.22
(DD/MM/YYYY)

INFORMATION SHEET

Contact Person: Tony Thai Nguyen **Phone #** (334) 390-3390

Business Name: Shiso Restaurant

Corporation Name: HP Japanese Restaurant Inc.

Business Address: 6945 Airport Blvd. Mobile, AL 36608

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. RES 91295T **County** Mobile;
(Enter book and page or document info)

Date 10.30.2020
(Incorporation or Authority)

Is business equipped with table & chairs? YES **Building seating capacity:** 50

Does the premises have a fully equipped and operational kitchen? YES

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

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

Square Feet of building 3000

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): HP Vietnamese restaurant Inc

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*) Tony Thai Nguyen

Social Security ___ Race: A Sex: (✓)M ( )F

Driver License# ___ State La

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

Date of Birth 01 / 21 / 1957

Place of Birth ___ Vietnam
County *State* *Nation*

Present Address: 403 Portside Dr Slidell La 70458
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 7yrs Home# ___ Cell# (504) 390-3390

Full Name (*First, Middle, Last*) ___

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

Driver License# ___ State ___

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

Date of Birth ___/___/___

Place of Birth ___
County *State* *Nation*

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

Length of Time at Address: ___ Home# ___ Cell# ___

EXPLANATION OF LAW VIOLATION

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

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
N/A.				

I certify that the above information is correct and true.

Tyson, President — Date: 10-6-22

Signature & Title

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: T&H Property Holdings LLC

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

Property Owners / Lessors Address: 603 Portside Ln. Slidell, La 70458

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

FORM A

Name: HJP Japanese Restaurant Inc, Tony Nguyen Account #

Business Name: Shiso Restaurant

Business Location and Tax ID No.: 6945 Airport BLVD. Mobile AL 36608, 852691214

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, Tony Thai Nguyen *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 10.5.22

Declarant's Signature

STATE OF ALABAMA

FOREIGN BUSINESS CORPORATION APPLICATION FOR REGISTRATION

Alabama
Sec. of State
805-679 F/C
Date 10/30/2020
Time 12:41:00
File $150.00
Exp $0.00
Total $150.00

1. NAME OF THE FOREIGN ENTITY AS RECORDED IN THE JURISDICTION IN WHICH IT WAS FORMED/ORGANIZED

HJP JAPANESE RESTAURANT INC

2. NAME OF THE FOREIGN ENTITY FOR USE IN ALABAMA ONLY IF DIFFERENT FROM LEGAL NAME*

*A FICTITIOUS NAME MAY BE USED ONLY IF THE LEGAL NAME IS NOT AVAILABLE FOR USE IN ALABAMA OR THE NAME DOES NOT CONTAIN THE WORDS "CORPORATION" OR "INCORPORATED" OR THE ABBREVIATION "CORP." OR "INC." (10A-1-7.07)

3. IF A FICTITIOUS NAME IS USED THE UNDERSIGNED CERTIFIES THE RESOLUTION OF THE CORPORATION'S GOVERNING AUTHORITY TO ADOPT THE FICTITIOUS NAME FOR USE IN ALABAMA AND AFFIRMS THE AUTHORITY TO MAKE SUCH A CERTIFICATION UNDER 10A-1-7.07.

4. A COPY OF THE NAME RESERVATION ALREADY SUBMITTED TO THE SECRETARY OF STATE IS ATTACHED AT THE END OF THIS DOCUMENT

5. ENTITY'S JURISDICTION OF FORMATION

Louisiana

6. DATE OF ENTITY'S FORMATION IN THE STATE/COUNTRY OF JURISDICTION

10/30/2020

7. THE UNDERSIGNED CERTIFIES THAT THE FOREIGN ENTITY EXISTS AS A VALID CORPORATION UNDER THE LAWS OF THE ENTITY'S JURISDICTION OF FORMATION.

8. THE FOREIGN ENTITY WILL BEGIN OR BEGAN TRANSACTING BUSINESS IN ALABAMA

11/01/2020

9. ADDRESS OF PRINCIPAL OFFICE

4949 BULLARD AVE STE B
NEW ORLEANS, LA 70128

MAILING ADDRESS

4949 BULLARD AVE STE B
NEW ORLEANS, LA 70128

10. NAME AND ADDRESS OF REGISTERED AGENT FOR SERVICE OF PROCESS

TONY THAI NGUYEN
6945 AIRPORT BLVD
Mobile, AL 36608

10/30/2020 — DATE

TONY THAI NGUYEN PRESIDENT — ELECTRONIC SIGNATURE & TITLE

In order to review the sections of the Code of Alabama 1975 referred to in the filing form you may access www.sos.alabama.gov/GovtRecords and click the "Code of Alabama" link to review.

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:

HJP JAPANESE RESTAURANT INC

This name reservation is for the exclusive use of TONY THAI NGUYEN, 4949 BULLARD AVE STE B, NEW ORLEANS, LA 70128 for a period of one year beginning October 30, 2020 and expiring October 30, 2021

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.

October 30, 2020

Date

J H. Merrill

John H. Merrill **Secretary of State**

RES912957

UNITED STATES OF AMERICA

State of Louisiana

R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana I do hereby Certify that

a copy of the Articles of Incorporation of

HJP JAPANESE RESTAURANT INC

Domiciled at NEW ORLEANS, LOUISIANA,

Was filed and recorded in this Office on October 30, 2020,

And all fees having been paid as required by law, the corporation is authorized to transact business in this State, subject to the restrictions imposed by law, including the provisions of R.S. Title 12, Chapter 1,

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

October 30, 2020

STATE OF LOUISIANA
UNION · JUSTICE
CONFIDENCE
SECRETARY OF STATE

Secretary of State

WEB 44135111D

Certificate ID: 11292632#BF52

To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.
www.sos.la.gov

UNITED STATES OF AMERICA

State of Louisiana

R. Kyle Ardoin

SECRETARY OF STATE

As Secretary of State of the State of Louisiana, I do hereby Certify that

the attached document(s) of

HJP JAPANESE RESTAURANT INC

are true and correct and are filed in the Louisiana Secretary of State's Office.

ORIGF 10/30/2020 3 pages

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,
October 30, 2020

Secretary of State

WEB 44135111D

STATE OF LOUISIANA · UNION · JUSTICE · CONFIDENCE · SECRETARY OF STATE

Certificate ID: 11292633#9EG62
To validate this certificate, visit the following web site, go to Business Services, Search for Louisiana Business Filings, Validate a Certificate, then follow the instructions displayed.
www.sos.la.gov

STATE OF LOUISIANA

ARTICLES OF INCORPORATION

(R.S. 12:1-202)

1. The name of this corporation is:
HJP JAPANESE RESTAURANT INC

2. This corporation is formed for the purpose of:
ENGAGING IN ANY LAWFUL ACTIVITY FOR WHICH CORPORATIONS MAY BE FORMED

3. The duration of this corporation is (may be perpetual):
PERPETUAL

4. The aggregate number of shares which the corporation shall have authority to issue is:
1000

5. The name and address of each incorporator of this corporation is:
TONY THAI NGUYEN
306 PORTSIDE LN
SLIDELL, LA, 70458

6. The street address (not a P.O. Box only) of the corporation's initial registered office is:
4949 BULLARD AVE STE B
NEW ORLEANS, LA, 70128

7. The street address (not a P.O. Box) of the corporation's initial principal office is:
4949 BULLARD AVE STE B
NEW ORLEANS, LA, 70128

8. Mailing Address:
4949 BULLARD AVE STE B
NEW ORLEANS, LA, 70128

9. The name and street address (not a P.O. Box only) of the corporation's initial registered agent(s) is/are:
TONY THAI NGUYEN
4949 BULLARD AVE STE B
NEW ORLEANS, LA, 70128

10. The name and street addresses of the corporation's initial directors are:
TONY THAI NGUYEN (PRESIDENT, SECRETARY)
306 PORTSIDE LN
SLIDELL, LA, 70458

JOHAN NGUYEN (VICE-PRESIDENT)
306 PORTSIDE LN
SLIDELL, LA, 70458

11. The protection against liability of directors and officers as provided in R.S. 12: 1-832 is accepted, unless rejected or limited as stated below:

Other provisions:

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the

filer to fine or imprisonment or both under R.S. 14:133.

I HEREBY CERTIFY THAT I AM THE INCORPORATOR AND HAVE THE AUTHORITY TO SIGN ON BEHALF OF ANY OTHER INCORPORATOR LISTED.
ELECTRONIC SIGNATURE: TONY THAI NGUYEN (10/30/2020)
TITLE: PRESIDENT

SECRETARY OF STATE

Written Consent to Appointment

Charter Number: 44136111D

Charter Name: HJP JAPANESE RESTAURANT INC

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
10/30/2020	TONY THAI NGUYEN	TONY THAI NGUYEN

ALABAMA DEPARTMENT OF PUBLIC HEALTH

LICENSE/PERMIT APPLICANT'S DECLARATION OF BUSINESS OWNERSHIP STRUCTURE

HJP Japanese Restaurant, Inc
Applicant (Please print or type)

Shiso Restaurant
Name of establishment or facility (if different than above)

Mobile Alabama 36608
City State Zip Code

Applicant is a (check one):

*Individual	☐	Nonprofit corporation	☐	Municipality	☐
Partnership	☐	Limited Liability Corporation	☐	County	☐
Corporation	☑	State	☐	Joint City/County	☐

Other: _____

*If Individual or Sole Proprietorship, number of employees not including yourself: _____

I declare, under penalty of perjury, under the laws of the State of Alabama that the information I provided is true and correct to the best of my knowledge.

Tony Thai Nguyen _____
Printed Name

_____
Signature

5.2.22
Date

FOR DEPARTMENTAL USE ONLY

Type of License/Permit: _____

County: _____

ADPH Employee: _____

ALABAMA DEPARTMENT OF PUBLIC HEALTH
DECLARATION OF U.S. CITIZENSHIP OR LAWFUL PRESENCE OF AN ALIEN

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive covered state or local public benefits.

With certain exceptions, Alabama Act 2011-535 prohibits aliens unlawfully present in the U.S. from receiving state or local benefits. Every U.S. Citizen applying for a state or local public benefit must sign a declaration of Citizenship, and the lawful presence of an alien in the U.S. must be verified by the Federal Government.

Act 2011-535 also requires every individual applying for a permit or license to demonstrate his/her U.S. citizenship or if the applicant is an alien, he/she must demonstrate his/her lawful presence in the United States.

Directions: This form must be completed and submitted by applicants for health care benefits/services that are not exempt or excluded from citizenship/lawful presence verification requirements. Medicaid/Medicare clients are not required to complete this form as eligibility to receive services has already been determined by Medicaid/Medicare. This form must also be completed by individuals applying for licenses or permits. An individual includes a sole proprietorship, but does not include other business entities such as corporations.

(Revised 10/13/11)

SECTION I — APPLICANT INFORMATION

NAME: Nguyen (Last) Tony (First) T (M.I.)
(Print or Type)

DATE OF BIRTH: January 21 1957

APPLYING FOR (Check one): ☑ License/Permit ☐ Health Service

SECTION II — U.S. CITIZENSHIP OR NATIONAL STATUS

Are you a citizen or national of the United States (check one) ☑ Yes ☐ No

If you checked YES and are applying for a health service: Complete Section IV (No additional documentation required). If you checked YES and are applying for a license/permit: (1) Provide an original or legible copy of a document from attached List A or other document demonstrating U.S. citizenship or noncitizen U.S. national status, and (2) Complete Section IV. Name of document provided: _____
If you checked NO: Complete Sections III and IV.

SECTION III – ALIEN STATUS

Are you an alien lawfully present in the United States? (Check one) ☐ Yes ☐ No

If you checked YES: (1) Provide an original or legible copy of the front and back (if any) of a document from attached List B or other document that demonstrates lawful presence in the United States, and (2) Complete Section IV. Information from the documentation provided will be used to verify lawful presence through the United States Government. Name of document provided: _____
If you checked NO: Complete Sections III and IV.

SECTION IV – DECLARATION

I declare under penalty of perjury under the laws of the State of Alabama that the answers and evidence I provided are true and correct to the best of my knowledge.

APPLICANT OR LEGAL REPRESENTATIVE SIGNATURE — DATE: 5-2-22

IF SIGNED BY LEGAL REPRESENTATIVE, RELATIONSHIP TO PATIENT — ADPH Employee

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-29-2020

Employer Identification Number:
85-3691214

Form: SS-4

Number of this notice: CP 575 A

HJP JAPANESE RESTAURANT INC
SHISO RESTAURANT
306 PORTSIDE LN
SLIDELL, LA 70458

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 85-3691214. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 940	01/31/2021
Form 944	01/31/2021
Form 1120	04/15/2021

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

TO: URBAN DEVELOPMENT DEPARTMENT, TELE# (251) 208-5895

CC: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

Restaurant
(Type of alcoholic beverage license)

To be used in a/an Restaurant
(Type of business)

HIP Japanese Restaurant Inc
(Name of applicant whether individual, corporation, etc.)

10445 Airport BLVD.
(Location address for application)

Mobile **AL**
City **State** **Zip**

3000
(Square feet of business)

Note: You must provide a drawing of the site to the Urban Development representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

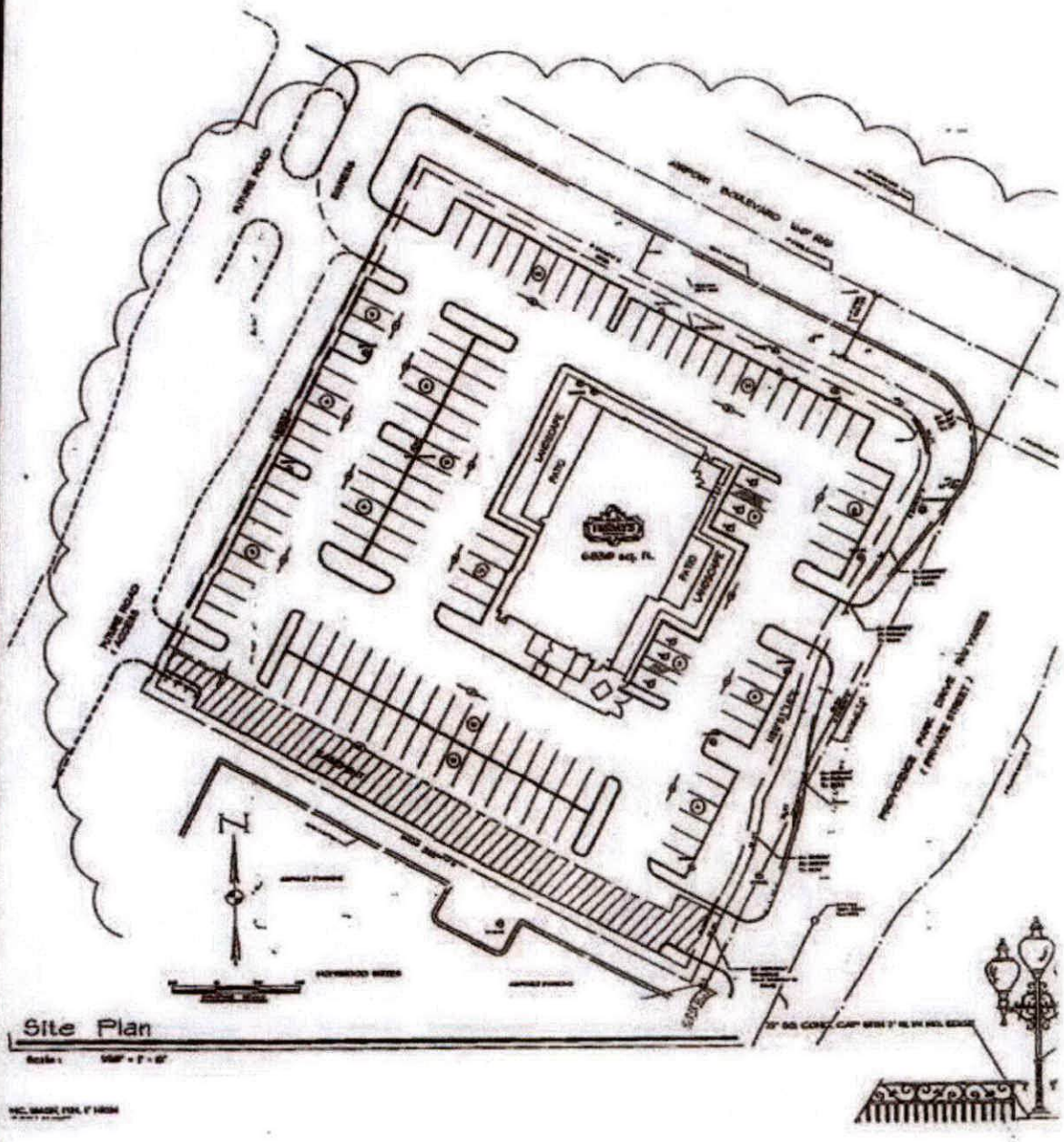
URBAN DEVELOPMENT DEPARTMENT

Zoning B-3 **Parking Provided** 130

Parking Required 23 **Compliance:** ✓ **Yes** _____ **No**

(Signed by Urban Development Dept) **Date** 10/11/2022

SITE PLAN



LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of MOBILE and in the county of MOBILE. State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

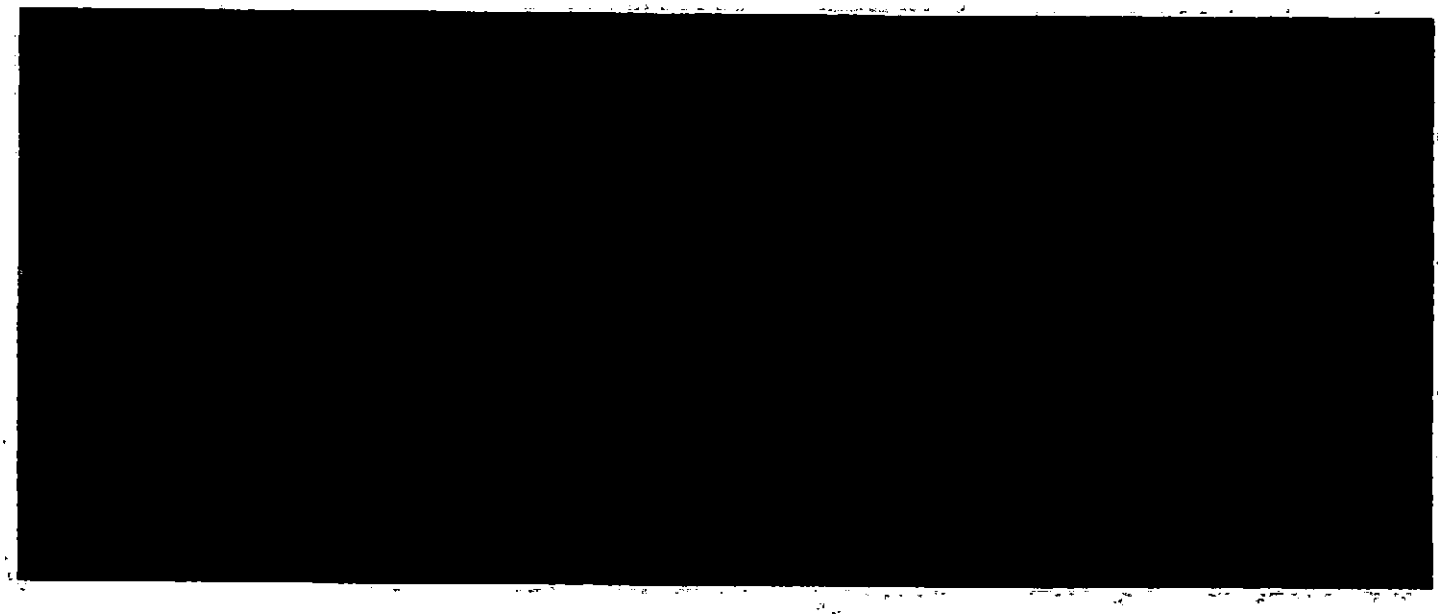
The above described property is ( ) owned, (✓) leased, ( ) sub-leased, or otherwise surrendered to TDR Vietnamese Restaurant Inc. who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 6th day of October, 20 22.

Notary Public	Property Owner	10.6.22 Date
My commission expires at Death	Licensee	10.6.22 Date

TUYEN THANH LE NOTARY ID NO. 54523 NOTARY PUBLIC ORLEANS PARISH, LA

Map



Property Details

Account	
Key Number:	2940973
Legal Description:	LOT 1 PROVIDENCE PARK UNIT 4 MBK 81/3 #SEC 20 T4S R2W #MP28 04 20 2 000
Parcel Number:	2804202000046001
Type:	Real
Property Class:	2
Location	
Address:	6945 AIRPORT BLVD MOBILE, AL 36608
Owner	
Name:	T & H PROPERTY HOLDINGS LLC
Mailing Address:	115 WESTFIELD DR LAFAYETTE , LA 70503-5485
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

COMMERCIAL LEASE AGREEMENT

This lease is entered into this 1st day of November, 2020 by and between the following parties:
LESSOR: T&H PropertyHoldings,LLC

LESSEE: HJP Japanese Restaurant Inc
DBA Trade Name of Shiso Restaurant

GUARANTOR: TONY THAI NGUYEN
PREMISES: LESSOR does hereby demise and lease unto LESSEE, its heirs, and assigns the following described property: 6945 Airport Blvd, Mobile, Alabama 36608. See exhibit A

USE: The premises is leased for the purpose of a Japanese Restaurant, and other uses incidental thereto and shall be used for no other purpose without the written consent of the LESSOR. LESSEE shall not use the premises for any unlawful purpose and will conform to and obey all present and future laws, ordinances, rules and regulations of the United States, State of Alabama, and subdivisions and agencies thereof, respecting said premises and the use and occupancy thereof.

TERM: This 10-year lease shall commence on 12/01/2020 and shall continue through 11/01/2030.

RENT: LESSEE shall pay to LESSOR monthly rent, in advance, due on the 1st of each month in the amount of $ 13,000 per month plus the LESSEE'S pro rata share of real property taxes and property insurance that total $2,538.81 per month. The LESSEE'S share of the taxes are currently $1,391.06 and Insurance is $1,147.75 per month at this time. The costs due from LESSEE for taxes and insurance are subject to change should the annual bills increase. The rent, taxes and insurance are to be sent to LESSOR at the address shown herein under NOTICES. The rent for the month of March, 2021, as well as the pro rata share of taxes and insurance are to be paid upon signing of this lease along with the deposit in the amount of $13,000. Total due from LESSEE upon signing of the lease shall be $28,538.81. Any rental payment received by LESSOR after the 5th of the month shall also include a late fee in the amount of $50.00.

OPTION TO RENEW: As part of the consideration for this lease, Lessee is hereby granted the one time option and privilege of renewing this lease for a ten (10) year period upon the same terms and conditions as herein set forth except the rental shall be $_14,300 per month, Lessee must notify Lessor, or Lessor's agent, in writing, at least 1 year prior to the end of the initial lease term of Lessee's intent to renew the lease. Failure of Lessee to give said timely notice shall render Lessee's Option To Renew null and void.

OPERATING COVENANT: LESSEE shall be required to open for business to the public in the entire premises within 120 days after delivery to or possession by LESSEE.

ALTERATIONS: LESSEE may make alterations, additions, and improvements to the leased premises during the term of this lease only with prior written consent of LESSOR. Any such alterations, additions, and improvements shall be made at the sole expense of the LESSEE and shall be designed and completed to enhance the value of the leased premises. At termination of this lease, LESSEE shall return the premises to its condition prior to the commencement of this lease including, but not limited to, the removal of all alterations, additions, and improvements, and any and all trademark alterations made by LESSEE. Any improvements that remain behind will become the sole property of the LESSOR.

SIGNAGE AND TRADE FIXTURES: LESSOR grants LESSEE permission to erect a sign or signs in front of the building at sole cost of LESSEE. Signs, equipment, and trade fixtures placed on the premises by LESSEE shall remain the personal property of LESSEE and LESSEE shall remove said signs, equipment and trade fixtures from the premises on or before the expiration of this lease and LESSEE shall pay all costs required to repair any damage to the premises caused by said removal. All signs shall be subject to local government approval prior to installation.

LIABILITY INSURANCE: LESSEE hereby agrees to keep in force during the entire term of this lease for the mutual benefit of LESSEE and LESSOR and shall furnish LESSOR a copy of a general public liability insurance policy naming LESSOR as additional insured against claims for personal injury, death or property damage occurring in, on or about the premises in the following minimum amounts:

Bodily Injury Per Person	$1,000,000
Bodily Injury In The Aggregate	$2,000,000
Property Damage	$1,000,000

FIRE AND EXTENDED COVERAGE INSURANCE: LESSOR agrees to keep in force during the term of this lease a fire and extended coverage insurance policy on the existing improvements on the premises. However, LESSOR shall not be responsible for damage to equipment, furnishings, inventory or other personal property of LESSEE due to fire, wind, water, vandalism or any other cause and LESSEE is encouraged to obtain its own insurance to cover said items. LESSEE shall, immediately upon receipt of notice from LESSOR, pay, as additional rent, any increase in LESSOR'S insurance premium due to LESSEES occupancy and use of the premises.

PROPERTY TAXES. LESSEE agrees to pay all property taxes and assessments on the premises during the term of this lease agreement as well that will be added monthly to the rent. LESSEE shall also be responsible for taxes on LESSEE'S merchandise, trade fixtures, equipment, and personal property.

UTILITIES AND SERVICES: LESSEE shall be responsible for the cost of all utilities, trash removal, lawn care, janitorial, pest control, and other services to the premises including parking lot maintenance.

MAINTENANCE AND REPAIRS: LESSOR agrees to deliver the premises to LESSEE in "As Is" upon commencement of the lease. Thereafter, LESSEE shall be responsible for each service and/or repair call on said items (including the replacement of heating and cooling equipment). LESSEE shall be responsible for furnishing and changing all light bulbs and air conditioning filters on a regular basis and repair and/or replacement of all glass and glazing. LESSEE shall also be responsible for maintaining the roof, exterior walls and major structural components. LESSOR makes no warranty as to the condition of said the premises or any equipment on site and shall have no responsibility to LESSEE for the maintenance, repair, or replacement of said equipment.

DEFAULT: If LESSEE shall (1) fail to promptly keep and perform any affirmative covenant of this lease and continue in default for a period of ten days after written notice thereof by LESSOR of default and demand for performance or (2) fail to pay an installment of rent within ten days of due date, then LESSOR may declare the term of this lease ended and with process of law expel LESSEE or any person occupying or upon the leased premises and demand and be entitled to immediate payment of all past due and future rental for the remainder of the lease period plus all costs incurred by LESSOR in enforcing this provision, including but not limited to any attorney fees and realtor fees incurred in the lease of this property.

INSPECTIONS: LESSEE shall permit LESSOR or LESSOR's authorized agent to enter upon the premises at reasonable intervals during normal business hours and upon reasonable notice for the purpose of inspecting the premises. LESSEE will also permit LESSOR, within 90 days prior to expiration of this lease, to place a "For Lease" sign upon the premises and, upon reasonable notice, permit LESSOR to show the premises during normal business hours to prospective tenants. LESSEE will, during the entire term of this lease and upon reasonable notice, permit LESSOR to show the premises during normal business hours to persons interested in purchasing the premises.

NOTICES: Notices required under this lease shall be in writing and hand delivered or sent by certified mail, return receipt requested, postage prepaid and addressed to the party at the address appearing below or to such other address as may have been furnished to the other as a place for service of notice. Any notice so mailed shall be deemed to have been given as of the date and time said notice is postmarked.

LESSOR: T&H Property Holdings, LLC Attn: Tony Nguyen 115 Westfield Drive Lafayette, LA 70503

LESSEE: HJP Japanese Restaurant, Inc. Attn: Tony Thai Nguyen 4949 Bullard Ave STE B New Orleans, LA 70128

HOLD HARMLESS: LESSEE agrees and binds itself to protect, defend and hold LESSOR harmless from and against any and all claims, demands, actions, liabilities, damages or responsibilities arising out of any acts or omissions of, or occasioned by, or on account of, LESSEE, its agents, employees, guests, patrons, licensees and any and all other persons entering upon the leased premises for business, pleasure or other purposes, whether or not the same be due to negligence on the part of LESSEE, its agents, employees, guests, patrons, licensees or otherwise, and while the leased premises are in the possession, and under the control of LESSEE.

LESSOR agrees and binds itself to protect, defend and hold LESSEE harmless from and against any and all claims, demands, actions, liabilities, damages or responsibilities arising out of any acts or omissions of, or occasioned by, or on account of, LESSOR, its agents, employees, guests, patrons, licensees and any and all

other persons entering upon the leased premises for business, pleasure or other purposes, whether or not the same be due to negligence on the part of LESSOR, its agents, employees, guests, patrons, licensees or otherwise, and while the leased premises are in the possession, and under the control of LESSOR.

ENVIRONMENTAL: Hazardous Substances means any hazardous waste, substance or toxic materials regulated under any environmental laws or regulations. LESSOR represents to LESSEE that to LESSOR'S best knowledge and belief there are no Hazardous Substances in, on or under the Premises. LESSEE shall have no responsibility for any environmental liability which LESSEE did not create. LESSOR agrees to indemnify and hold LESSEE harmless from any all claims, damages, penalties, and costs arising out of any breach of the foregoing representation.

LESSEE shall not allow any Hazardous Substance to be located in, on or under the Premises or allow the Premises to be used for the manufacturing, handling, storage, distribution or disposal of any Hazardous Substance. LESSEE agrees to return the Premises to LESSOR in the same order and condition as received, reasonable wear and tear excepted, and in the event of environmental hazards, or activities of any nature, for which LESSEE is liable under this Lease, LESSEE agrees to restore the Premises to the same order and condition as received. LESSEE agrees to indemnify and hold LESSOR harmless from any and all claims, damages, penalties, and costs which LESSOR may suffer as a result of environmental damage or pollution or claims of such damage or pollution which arise out of LESSEE'S use of the Premises.

LEGAL FEES: In the event it becomes necessary to employ the services of an attorney to enforce any of the terms and conditions of this lease, the defaulting party is bound and obligated to pay for the prevailing party's attorney's fees, court costs and expenses in connection therewith.

BINDING ON SUCCESSORS AND ASSIGNS: The terms, conditions, and covenants of this lease shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, successors, or assigns and shall run with the leased premises.

SURRENDER OF PREMISES: Upon the termination of this lease, LESSEE shall return the premises in the same condition as received clean and free from any and all trash and debris and shall remove all items from the yard area. LESSEE shall be responsible for the repair and/or replacement of damaged items beyond normal wear and tear and for the cost of any required cleaning, including any and all environmental pollution and or contamination caused by LESSEE's occupancy.

HOLDING OVER: In the event LESSEE does not vacate the leased premises after the initial term of this lease or extension, this lease shall continue thereafter on a month-to-month basis in the absence of a written agreement to the contrary. There shall be no reconduction of this lease by collection of rent and/or any other payments due LESSOR by LESSEE. Monthly rental during any such holding over shall be equal to 150% of the rental for the last month of the lease or renewal term and all other terms and conditions contained in this lease agreement shall remain in full force and effect. The month-to-month lease can be terminated by either party giving written notice to the other as provided in this agreement at least 30 days prior to the end of a calendar month of its intention to terminate the month-to-month lease.

DAMAGE AND CLEANING DEPOSIT: LESSEE has deposited with LESSOR the sum of $13,000 as a damage and cleaning deposit. The deposit may be used to pay for any damage to the premises beyond normal wear and tear and for any expense to clean the premises. Should the deposit be insufficient to cover such costs, LESSEE shall be liable for any additional cost.

SUBLEASE & ASSIGNMENT: LESSEE may not sublease or assign this lease in whole or part without LESSOR's prior written consent, said consent not to be unreasonably withheld or delayed.

WAIVER OF NOTICE: Upon termination of the right of occupancy for any reason, LESSEE waives notice to vacate the premises prior to institution of evictions proceedings in accordance with Louisiana or Alabama law.

GUARANTOR: The undersigned GUARANTOR hereby guarantees of LESSEE's obligations under the terms of this lease and agrees if default shall at any time be made by LESSEE in the payment of rent or in the performance of any other covenants contained in this lease, the GUARANTOR will perform the LESSEE'S obligations under the lease. This guarantee shall be a continuing guarantee and shall remain in full force not only during the primary term of this lease, but for any extensions or renewals thereof. The liability of the

guarantor under this guaranty will not be affected by (1) the release or discharge of the LESSEE from its obligations under the lease in any creditors', receivership, bankruptcy or other proceedings or the commencement or pendency of any such proceedings; (2) the impairment, limitation or modification of the liability of LESSEE under the lease resulting from any present or future bankruptcy code or other statute or from the decision of any court; (3) the assignment or transfer of this lease by the LESSEE; (4) any disability or other defense of the LESSEE; or (5) the cessation from any cause whatsoever of the liability of the LESSEE under the lease.

ENTIRE AGREEMENT. This lease contains the entire agreement between LESSOR and LESSEE and may be amended only by subsequent written agreement between the parties. Except for those which are set forth in the lease, no representations, warranties or agreements have been made by LESSOR or LESSEE to one another with respect to this lease.

SEVERABLILITY. If any provision of this lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this lease will not be affected.

CONSTRUCTION OF LEASE. This lease has been prepared by LESSOR and its professional advisors and reviewed by LESSEE and its professional advisors. LESSOR, LESSEE and their separate advisors believe this lease is the product of all their efforts, expresses their agreement and should not be interpreted in favor of either LESSOR or LESSEE or against LESSOR or LESSEE merely because of their efforts in preparing it.

LESSOR:

By: Tony Thai Nguyen Date 11/1/20

Witness

Witness

LESSEE:

By: Tony Thai Nguyen Date 11/1/20

Witness

Witness

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

10.6.22
Date

Owner of Property (Signature)

Tony Thai Nguyen
Print Name of Property Owner

City State 70458
Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

10.6.22
Date

Applicant's Signature

Tony Thai Nguyen
Print Name of Applicant

City State 70458
Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5540
Business Name	HJP JAPANESE RESTAURANT INC
Company DBA	SHISO RESTAURANT
Business Address	6945 AIRPORT BLVD 36608
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	10.20.2022
Agenda Meeting Date	11.01.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 3:01 PM

RESOLUTION

Sponsored by: Councilmember Small

WHEREAS, the Mobile City Council adopted Resolution 40-666 on August 9, 2022, fixing costs for securing the structure at 724 Kentucky Street; and,

WHEREAS, the Mobile City Council adopted Resolution 40-667 on August 9, 2022, fixing costs for securing the structure at 1479 Navco Road; and,

WHEREAS, these structures were demolished, not secured; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolutions 40-666 and 40-667 be corrected to show that the structures located at the aforementioned addresses were ordered demolished.

Adopted:

_____

City Clerk

Gauthier, Lana

From: Scott, Kathlyn
Sent: Friday, October 21, 2022 9:47 AM
To: Gauthier, Lana
Cc: Daughenbaugh, David; Gilchrist, Velisa
Subject: 724 Kentucky and 1479 Navco
Attachments: 724 KENTUCKY AND 1479 NAVCO EMAIL.pdf

Importance: High

Good morning,

See the attached email that David sent to the City Clerk's office regarding 724 Kentucky and 1479 Navco.

Looks like the Fixed Cost should have been listed as a Demo instead of Resolution. Will this be updated on another Resolution? Just let me know because the resolutions will be filed in Probate around 11-20-2022.

The notification letters that Accounting sends out are attached and they reference demolition or securing of structure so either is covered.

Moving forward; please send all correspondence to Velisa Gilchrist. I am closing out all the items received thus far but she is the new point of contact.

Thank you,

Kathlyn Scott
Police/Fire Pensions
Accountant II
251-208-7157

MOBILE
ALABAMA

Daughenbaugh, David

From: Daughenbaugh, David
Sent: Tuesday, August 9, 2022 8:19 AM
To: Carroll-Lambert, Lisa
Cc: Jackson, Gary; Roberts, James
Subject: Fixed Cost Resolutions for - 1479 Navco Road and 724 Kentucky Street
Attachments: 4832_001.pdf

Lisa,

I regret that Municipal Enforcement has made an error in 2 of the fixed cost letters to the City Clerk. 1479 Navco Road and 724 Kentucky Street are miss labeled as securing operations, when in fact Municipal Enforcement processed as and demolished the structures at these locations. I regret the confusion caused by this error.

I will have Gary Jackson update and send to you this morning corrected letters representing these locations as a demolition action.

David Daughenbaugh
Municipal Enforcement
Deputy Director
251-208-1536

October 20, 2022

MOBILE
ALABAMA

JOHNSON CASSANDRA HARRIS
2435 CLAIRMONT DR W
SEMMES, AL 36575-3315

Re: BD22-37

Dear Property Owner:

The final cost assessment for the DEMOLITION OR SECURING OF STRUCTURES against your property:

724 KENTUCKY ST

was passed by Mobile City Council on **AUGUST 9, 2022**

The amount recorded in Probate Court of Mobile and now due to the City of Mobile is **$3,000.00**

Payment is due within 30 days of invoice date to avoid interest charges.

Failure to pay the assessment, together with any interest and/or administrative charges accruing thereon, shall result in further action by the City to ensure collection in accordance with city code. These efforts may include the assessment being foreclosed and sold at a municipal lien foreclosure sale or the assessment being certified to the Mobile County Revenue Commissioner's for inclusion on the annual property tax (Ad Valorem) bill. Failure to pay the Ad Valorem taxes, together with the municipal assessment, will result in the property being sold for taxes.

Please return remittance, payable to the City of Mobile, with this letter. Preferred forms of payment are **cash, cashier's checks, and money orders.** Payments should be mailed to:

City of Mobile
Accounting Department/Assessments
P.O. Box 1827
Mobile, AL 36633

Thank you,

Velisa Gilchrist
velisa.gilchrist@cityofmobile.org/ 208-7335

October 20, 2022

MOBILE
ALABAMA

HOFFORT JEFFREY
2488 SAYNER AVE
MOBILE, AL 36605

Re: BD22-38

Dear Property Owner:

The final cost assessment for the DEMOLITION OR SECURING OF STRUCTURES against your property:

1479 NAVCO RD

was passed by Mobile City Council on **AUGUST 9, 2022**

The amount recorded in Probate Court of Mobile and now due to the City of Mobile is **$2,200.00**

Payment is due within 30 days of invoice date to avoid interest charges.

Failure to pay the assessment, together with any interest and/or administrative charges accruing thereon, shall result in further action by the City to ensure collection in accordance with city code. These efforts may include the assessment being foreclosed and sold at a municipal lien foreclosure sale or the assessment being certified to the Mobile County Revenue Commissioner's for inclusion on the annual property tax (Ad Valorem) bill. Failure to pay the Ad Valorem taxes, together with the municipal assessment, will result in the property being sold for taxes.

Please return remittance, payable to the City of Mobile, with this letter. Preferred forms of payment are **cash, cashier's checks, and money orders.** Payments should be mailed to:

City of Mobile
Accounting Department/Assessments
P.O. Box 1827
Mobile, AL 36633

Thank you,

Velisa Gilchrist
velisa.gilchrist@cityofmobile.org/ 208-7335

40-666 **2022**

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT
724 Kentucky Street

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *securing* of the structure at **724 Kentucky Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *securing* of the structure **724 Kentucky Street** to be **$3,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$$3,000.00** shall constitute a special assessment against the property at **724 Kentucky Street** and being that property more particularly described as follows:

LOTS 70 & 71 BLK 1 OAKDALE SUBD DBK 156/458 #SEC 37 T4S R1W #MP29 10 37 0 008

Parcel No.: **29 10 37 0 008 078.XXX**

Owner: **JOHNSON CASSANDRA HARRIS**
2435 CLAIRMONT DR W
SEMMES AL 36575-3315

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *securing* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted: AUG 0 9 2022

Lisa C. Lambert
City Clerk

40-667 **2022**

A RESOLUTION FIXING THE COSTS FOR THE SECURING OF THE STRUCTURE AT **1479 Navco Road**

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *securing* of the structure at **1479 Navco Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *securing* of the structure **1479 Navco Road** to be **$2,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$2,200.00** shall constitute a special assessment against the property at **1479 Navco Road** and being that property more particularly described as follows:

COM AT SW COR LOT 3 OF RESUB OF MCRAES 4TH ADD MBK 3/209 RUN N 9 DEG 24 MIN 30 SEC E ALG E/L OF NAVCO RD 135 FT FOR BEG TH CONT N 9 DEG 24 MIN 30 SEC E ALG E/L OF NAVCO RD 130 FT TH N 77 DEG 34 MIN E ALG N/L OF SD LOT 3,238.7 FT TH N 47 DEG 00 MIN E ALG N/L OF SD LOT 3,212 FT TO S BANK OF A CK TH S 17 DEG 10 MIN E ALG CK 100 FT TO NELY COR OF LOT E TH S 47 DEG 00 MIN W ALG SLY/L OF LOT 3, 416.14 FT TH N 68 DEG 43 MIN W ALG N/L OF PPTY CONVEYED BY VESTER B STAHL TO GEORGE G SMITH DBK 639/568 A DIS OF 145.1 FT TO BEG LESS THAT PT TAKEN BY BOLTONS BRANCH AS NOW WIDENED #SEC 37 T5S RIW #MP32 02 37 0 004

Parcel No.: **32 02 37 0 004 196.XXX**

Owner: **HOFFORT JEFFREY**
2488 SAYNER AVE
MOBILE AL 36605

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *securing* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted: AUG 0 9 2022

Lisa C. Lambert
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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:

11/1/2022

Funding Source

Project # 2408 Hart Avenue - ME-110-19 **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 - 2408 Hart Avenue	Cover Memo	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	10/27/2022 - 12:15 PM

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 **2408 HART AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 14;*** *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 **2408 HART AVENUE** described as:

LOT 17 BLK 1 FAIROAKS MBK 4 P 95 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 038

Last Assessed to: TATUM RUSSELL JR

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

October 25, 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 1, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2408 HART AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **TATUM RUSSELL JR** 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 0 027 038
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

2408 HART AVE

Property Details

PARCEL KEYX	00700236	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-13	COMMENTS	

Property Score

SCORE	66	SCORE DISCRIPTION	Demo

Notes

FI

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-13-22

Voted 5-0 For Demolition

NUIS[illegible]ICE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/02/2022

Property Address: 2408 Hart 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.


2408
10/24/2022


10/24/2022


10/24/2022


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10/24/2022


10/24/2022


10/24/2022


10/24/2022

Affidavit of Mailed Notice

October 25, 2022

State of Alabama
County of Mobile

Subject Property – 2408 Hart 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 **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Russell Tatum, Jr.
326 Cedar Drive
Mobile, AL 36617-3912

September 8, 2022

RE: **2408 Hart Avenue**
Project Number: ME-110-19

Dear Russell Tatum, Jr.:

On September 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2408 Hart Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 17 BLK 1 FAIROAKS MBK 4 P 95 #SEC 44 T4S R1W #MP29 02 44 0 027

Parcel Number: 29 02 44 0 027 038

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 **October 23, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 23, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 23, 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 **October 23, 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 1, 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: 2408 Hart Ave Date: August 1, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: July 20, 2022

Per the Title Report, the owner is: Russell Tatum, Jr

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Russell Tatum, Jr 326 Cedar Dr Mobile AL 36617-3912	Owner Phone Number 251-644-0468
2	Russell Tatum, Jr 2012 Tucker St Mobile AL 36617-2605	Owner
3	Russell Tatum, Jr 2408 Hart Ave Mobile AL 36617	Subject Property

TAX STATUS: CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens:

Lis Pendens filed by the City of Mobile vs. Tontolyne Grayson Filed 9/16/19 Inst. # 2019054760 (Prior owner)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

11/1/2022

Funding Source

Project # 1413 Chinquapin Street - ME-061-22 **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 - 1413 Chinquapin Street	Cover Memo	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/27/2022 - 10:41 AM
City Clerk	Gauthier, Lana	Approved	10/27/2022 - 1:49 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1413 CHINQUAPIN 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. 2, 3, 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 **1413 CHINQUAPIN STREET** described as:

LOT 7 BLK 5 OF STRAUSS SEC ADD TO WOLFF HGTS MBK 2/53 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 157

Last Assessed to: BUTLER ERIC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 25, 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 1, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1413 CHINQUAPIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BUTLER ERIC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 003 157
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1413 CHINQUAPIN ST

Property Details

PARCEL KEYX	00724381	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Multi-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	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-06	COMMENTS	

Property Score

SCORE	62	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7/11/22

Voted Sto O For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 09/02/2022

Property Address: 1413 Chinquapin Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☒14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


1413 B
10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


10/24/2022


4 6A
10/24/2022


10/24/2022


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10/24/2022


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10/24/2022


10/24/2022


10/24/2022


10/24/2022

Affidavit of Mailed Notice

October 25, 2022

State of Alabama
County of Mobile

Subject Property – 1413 Chinquapin 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 **6** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Eric Butler
112 N. Catherine Street
Mobile, AL 36604-1304

September 8, 2022

RE: **1413 Chinquapin Street**
Project Number: ME-061-22

Dear Eric Butler:

On September 2, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1413 Chinquapin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 7 BLK 5 OF STRAUSS SEC ADD TO WOLFF HGTS MBK 2/53 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: 29 06 13 0 003 157

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 **October 23, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 23, 2022,** provide the Code Official with a work plan to accomplish the repairs by **October 23, 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 **October 23, 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 1, 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: 1413 Chinquapin St. Date: August 29, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 7/20/2022

Per the Title Report, the owners are: Eric Butler/Kenneth L. Allen and Elemuel Lee Allen, Jr (Co-trustees of the Elemuel L. Allen Living Trust (No documents giving their rights to the Trust)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1.	Eric Butler 112 N Catherine St Mobile AL 36604-1304	Owner Phone number 478-390-6706
2.	Eric Butler 1413 Chinquapin St Mobile AL 36603-5511	Subject Address
3	Kenneth L Allen 1654 Johnston St Mobile AL 36605-2041	Co-trustee of the Elemuel L. Allen Living Trust Phone number 504-491-7425
4	Elemuel Lee Allen, Jr 2789 Southridge St Sierra Vista, AZ 85650-6847	Co-trustee of the Elemuel L. Allen Living Trust Phone number 520-378-3759

TAX STATUS: CURRENT 2021

Parties with recorded liens per Title Report:

5	City of Mobile	Weed Lien files against Elemuel L. Allen or Deborah A. Seaborn recorded instrument number 2021082396 dated 12/15/2021
6	Claude Dumas 2310 Cecelia St Mobile AL 36617-2602	Court Order, Case No.: DV-2021-900804, Claude Dumas, Plaintiff, vs Eric Butler, Defendant, Dated 8-18-21 and recorded on 4-19-22, entered in favor of the Plaintiff.

Open Mortgages: NONE

Lis Pendens

City of Mobile against Elemuel L. Allen or Deborah A, Seaborn recorded in Inst. # 2019004546, dated 1/16/2019
City of Mobile against Elemuel L. Allen or Deborah A, Seaborn recorded in Inst. # 2019057612, dated 9/27/2019
City of Mobile against Elemuel L. Allen or Deborah A, Seaborn recorded in Inst. # 2019057618, dated 9/27/2019

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 12:39 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 12:46 PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT **1481 John H. Campbell, Sr. Way**

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the ***demolition*** of the structure at **1481 John H. Campbell, Sr. Way** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the ***demolition*** of the structure **1481 John H. Campbell, Sr. Way** to be **$4,450.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

Section 1. The amount of **$4,450.00** shall constitute a special assessment against the property at **1481 John H. Campbell, Sr. Way** and being that property more particularly described as follows:

BEG AT A PT 400 FT W OF THE SW COR OF LAFAYETTE ST & HOGAN ST TH CONT W 80 FT(S) TH RUN S 100 FT TH RUN E 80 FT(S) TH RUN N 100 FT TO THE POB #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel No.: **29 07 25 0 002 346.XXX**

Owner: **HENDERSON JUAN E**
512 BIZZELL AVE
MOBILE AL 36603-5337

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the ***demolition*** of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____
Lisa C. Lambert
City Clerk

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **November 1, 2022**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **1481 John H. Campbell, Sr. Way**, for the proposed amount of **$4,450.00**.

If you have any questions regarding this matter, please contact the City of Mobile Municipal Enforcement Department at (251) 208-1538.

Lisa C. Lambert
City Clerk

September 6, 2022

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama

Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:	LOCATION:
ME-030-18	**1481 John Campbell Sr Way**

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT A PT 400 FT W OF THE SW COR OF LAFAYETTE ST & HOGAN ST TH CONT W 80 FT(S) TH RUN S 100 FT TH RUN E 80 FT(S) TH RUN N 100 FT TO THE POB #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel Number: **29 07 25 0 002 346**
Amount: ~~**$ 4,250.00**~~ $4,450.00
Assessed: HENDERSON JUAN E
512 BIZZELL AVE
MOBILE AL 36603-5337

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member William Carroll, David Daughenbaugh, James Roberts, file copy

1162 CONGRESS STREET

Legal Description: PT LOT 1 & 2 BLK 25 CAMP GROUND TRT MBK 1/12 BEG 25 FT E OF NE INT CONGRESS ST & CLAY ST TH CONT E 39 FT N 125 FT W 39 FT(S) S 125 FT TO PT OF BEG #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel number: **29 06 40 0 004 456.XXX**

Owner: **LOYD DAVID**
PO BOX 611
MOBILE AL 36603

1481 JOHN CAMPBELL SR WAY

Legal Description: BEG AT A PT 400 FT W OF THE SW COR OF LAFAYETTE ST & HOGAN ST TH CONT W 80 FT(S) TH RUN S 100 FT TH RUN E 80 FT(S) TH RUN N 100 FT TO THE POB #SEC 25 T4S R1W #MP29 07 25 0 002

Parcel number: **29 07 25 0 002 346.XXX**

Owner: **HENDERSON JUAN E**
512 BIZZELL AVE
MOBILE AL 36603-5337

1337 CONGRESS STREET

Legal Description: FROM SE COR OF CONGRESS ST & RYLANDS LANE RUN ELY ALG S/S OF CONGRESS ST 272.4 FT TO PT WHERE E/L OF PPTY OF FLORENCE R CRAIGHEAD TO VINCENT PETITE INTERSEC SD ST FOR POB TH DEFL 105 DEG 00 MIN TO RT RUN SLY 79.2 FT TO FENCE TH DEFL 102 DEG MIN TO LT RUN ELY ALG SD FENCE 22.2 FT TO COR THERE OF TH DEFL 102 DEG 35 MIN TO LT RUN NLY ALF FENCE 78.2 FT TO S/L OF CONGRESS ST 22.2 FT TO POB SD PPTY BEG KNOWN AS 1337 CONGRESS #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel number: **29 06 40 0 007 167.XXX**

Owner: **SIGLER FREDDIE & CHARLOTTE**
C/O ROSELITA S ENGLAND
4242 DON ARELLANES DR
LOS ANGELES CA

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS	- GIVING $2,500.00
COUNCILMEMBER GINA GREGORY	- GIVING $2,500.00
TOTAL $5,000.00	

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THEIR "SERVE IT UP WITH LOVE" CHARITY TENNIS TOURNAMENT TO BE HELD APRIL 2, 3, & 4, 2023 AT THE COPELAND-COX TENNIS CENTER

Amount of Contract:

$5,000.00

Funding Source

Project # DSC-07 - 10041020-42080 & DSC-05 - 10041020-42080 **Discretionary Funds** DSC-05 & DSC-07

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE CHILD ADVOCACY CENTER, INC.	Cover Memo	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	10/27/2022 - 11:36 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*
Councilmember Gina Gregory

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$2,500.00*** *and Councilmember Gregory wishes to appropriate* ***$2,500.00 (TOTAL $5,000.00)****, to The Child Advocacy Center, Inc., from their discretionary funds*; and

WHEREAS, The Child Advocacy Center, Inc., is a/an 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 The *Child Advocacy Center, Inc., will be used to assist with their* ***"SERVE IT UP WITH LOVE"*** *Charity Tennis Tournament to be held on April 2, 3 & 4, 2023 at the Copeland-Cox Tennis Center* and thus serves a public purpose.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **$5,000.00** *to The Child Advocacy Center, 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:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to TargetSolutions Learning Inc for annual renewal of Vector Solutions online learning management system training software for MFRD.
General fund.

Amount of Contract:

$52,343.98

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221025 Target Agenda Package POs	Cover Memo	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:50 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
1256	2023	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF VECTOR SOLUTIONS ONLINE LEARNING MANAGEMENT SYSTEM TRAINING SOFTWARE FOR MFRD (PROFESSIONAL SERVICE)	$52,343.98	(295075) TARGET SOLUTIONS LEARNING INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
Tel#954-881-3121	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	TRAINING, ON-LINE PLATFORM & LICENSES; INCL ADOBE PROFESSIONAL SERVICE PER SUE FARNI, DON ROSE AND JOHN PAINE. THIS IS A RENEWAL			
001	ANNUAL VECTOR CHECK IT APPARATUS, ITEM TSCHECKIT-A PER INVOICE #INV57367 Vendor Item	40.00 EACH	161.53000	6461.20
	1 1000.30.15.1510.1522.1510.0000.0000.42200.			2343.98
	2 1000.30.15.1510.1518.1510.0000.0000.42200.			4117.22
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ANNUAL VESTOR MAINTENANCE FEE, ITEM TSMAINTFEES PER INVOICE #INV57367 Vendor Item	1.00 EACH	395.00000	395.00

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
Tel#954-881-3121	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1510.1518.1510.0000.0000.42200.			395.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	VECTOR CHECK IT FIRE/EMS VEHICLES, ITEM TSCHECKIT-FIREVEHICLES PER INVOICE #INV57367 Vendor Item	27.00 EACH	80.77000	2180.79
1	1000.30.15.1510.1518.1510.0000.0000.42200.			2180.79
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To			

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
Tel#954-881-3121	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	VECTOR LMS PREMIER PREMIER MEMEBERSHIP PLATFORM, ITEM TSPREMIER, PER INVOICE #INV57367 Vendor Item	461.00 EACH	90.52000	41729.72
	1 1000.30.15.1510.1518.1510.0000.0000.42200.			41729.72
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	VECTOR ONLINE TRAINING PACKAGE ITEM TSONLINE, PER INVOICE #INV57367 Vendor Item	41.00 EACH	38.47000	1577.27
	1 1000.30.15.1510.1518.1510.0000.0000.42200.			1577.27

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
	Delivery Reference
Tel#954-881-3121	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 52343.98

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

Account		Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.42200.			
		50000.00	
FIRE TRAINING DIV EXP	PROFESSIONAL & TECHNICAL		
1000.30.15.1510.1522.1510.0000.0000.42200.			
		2343.98	
FIRE SUPPRESSION DIV EXP	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	10/25/22	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	10/25/22	DONALD ROSE	Auto approved by: 9105fola
Approved	10/25/22	SANDRA LEWIS	Auto approved by: 9105fola
Approved	10/25/22	KAREN NAMAN	Auto approved by: 9105fola

Bill To	Requisition 00001256-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1518.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
TARGETSOLUTIONS	FIRE CENTRAL SUPPLY
4890 W KENNEDY BLVD	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
TAMPA, FL 33609	richardsonv@cityofmobile.org
	Delivery Reference
Tel#954-881-3121	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/24/22	295075				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/25/22	JOHN PAINE		Auto approved by: 9105fola	
	Approved	10/25/22	MICHAEL SPAFFORD		Auto approved by: 9105fola	
	Approved	10/25/22	ANNE FOLEY			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Approve issuance of purchase order to Precision Delta Corp for 375 cases of Winchester 9mm training ammunition for MPD.
General fund.

Amount of Contract:

$80,463.75

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20221025 Precision Agenda Package POs	Cover Memo	10/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:49 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
1324	2023	(1530) POLICE ADMIN SERVICES	375 CASES OF WINCHESTER 9MM AMMUNITION FOR MPD (AL STATE CONTRACT)	$80,463.75	(293984) PRECISION DELTA CORP

Adopted:

_____
City Clerk

Bill To	Requisition 00001324-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LELAND TERRELL Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER STATE OF ALABAMA CONTRACT MA999180000000303.1			
002	AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN FMJ (TRAINING) NO RELOADS, 1000 ROUNDS/CASE, NO SUBSTITUTE. ITEM USA9MMVP Vendor Item	375.00 CASE	214.57000	80463.75
1	1000.30.15.1530.1542.1530.0000.0000.47020.			80463.75
	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LELAND TERRELL Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608			

Requisition Link

Requisition Total 80463.75

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

Bill To	Requisition 00001324-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer: 910518227
	Status: Approved Page 2

Vendor	Ship To
PRECISION DELTA CORP	POLICE PISTOL RANGE
P O BOX 128	12251 TANNER WILLIAMS RD
RULEVILLE, MS 38771	MOBILE, AL 36608
Tel#662-756-2810 Fax 662-756-2591	Delivery Reference LELAND TERRELL
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	293984				POLICE ADMIN SERVICES

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.		80463.75	
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN $5000)		

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

Activity	Date	Clerk	Comment
Approved	10/26/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	10/26/22	DONALD ROSE	Auto approved by: 910518227
Approved	10/26/22	SANDRA LEWIS	
Approved	10/26/22	KAREN NAMAN	Auto approved by: 910518227
Approved	10/26/22	JOHN PAINE	Auto approved by: 910518227
Approved	10/26/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ammunition

Type
Master Agreement

Supplier
Precision Delta Corp

Contract Code
180000000303.1-999

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@purchasing.alabama.gov	334-353-8379

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
GINGER	STILLIONS	ginger@precisiondelta.com	6627562810
Ginger	Stillions	ginger@precisiondelta.com	6627562810

2 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/27/2018

End Date
6/27/2023

Documents

- Final_MA_999_180000000303.1_4_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	171.60	Case
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	171.60	Case

Item Name	Product Code		UOM
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	179.98	Case
Handgun - Ranger ® T-Series Ammunition	180000000303.1-999-1	168.17	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	188.80	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	203.89	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	183.31	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-2	183.31	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	163.17	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	163.17	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	192.03	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-3	174.59	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-4	174.59	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-4	192.03	Case
Handgun - Ranger ® Bonded Ammunition	180000000303.1-999-4	163.17	Case

1 2 3 4 5 6 7 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Arcadis US, Inc for Intelligent Transportation System vehicle detection equipment and installation at 8 intersections on Schillinger Rd and 3 on Airport Blvd.
CIP

Amount of Contract:

$459,414.18

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

ATTACHMENTS:

Description	Type	Upload Date
20221026 Arcadis Agenda Package POs	Cover Memo	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:49 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
118	2023	(2060) TRAFFIC ENGINEERING	VEHICLE DETECTION EQUIPMENT AND INSTALLATION AT 8 INTERSECTIONS ON SCHILLINGER RD AND 3 ON AIRPORT BLVD (AL STATE CONTRACT)	$459,414.18	(297773) ARCADIS U.S. INC

Adopted:

_____
City Clerk

Bill To	Requisition 00000118-00 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: Approved Page 1

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER ALABAMA STATE CONTRACT MA 999 220000000043 STATEWIDE INTELLIGENT TRANSPORTATION SYSTEM			
001	MA LINE 32, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA (MAJOR MATERIALS), COST PLUS ZERO % AT MAST ARM INTERSECTIONS: SCHILLINGER RD AT AIRPORT AND THOMAS; AIRPORT AT DAWES, ALVERSON, AND MCKENNA	19.00 EACH	6738.90000	128039.10
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			101083.50
2	2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			26955.60

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

Bill To	Requisition 00000118-00 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: Approved Page 2

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	MA LINE 33, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA MOUNT, 40 FT MOUNTING HEIGHT OF LESS, LABOR & EQUIPMENT (MAST ARM INTERSECTIONS)	19.00 EACH	1200.00000	22800.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			18000.00
	2 2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			4800.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	MA LINE 241, ITS EQUIPMENT MAINTENANCE AND TRAFFIC CONTROL, SINGLE LANE CLOSURE STATE NON-INTERSTATE, MATERIALS (MAST	19.00 EACH	1800.00000	34200.00

Bill To	Requisition 00000118-00 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: Approved Page 3

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARM INTERSECTIONS)			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			27000.00
2	2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			7200.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	MA LINE 253, ITS EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME, LABOR & EQUIPMENT (MAST ARM INTERSECTIONS)	19.00 HOUR	165.00000	3135.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			2475.00

Bill To	Requisition 00000118-00 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: Approved Page 4

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
2	2000.80.00.0000.0000.0000.0000.0000.48010. E C0420 .CONSTRUCTN. .			660.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

005	MA LINE 32, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA (MAJOR MATERIALS), COST PLUS ZERO % AT SPAN WIRE INTERSECTIONS: SCHILLINGER RD AT HITT, TARGET/AMC, OLD GOVERNMENT, LOWES, OLD SHELL, AND ZEIGLER	24.00 EACH	7256.67000	174160.08
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			174160.08

Bill To	Requisition 00000118-00 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: Approved Page 5

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	MA LINE 33, ITS EQUIPMENT MAINTENANCE AND CCTV, CAMERA MOUNT, 40 FT MOUNTING HEIGHT OF LESS, LABOR & EQUIPMENT (SPAN WIRE INTERSECTIONS)	24.00 EACH	1200.00000	28800.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			28800.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To			

Bill To	Requisition 00000118-00 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: Approved Page 6

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	MA LINE 241, ITS EQUIPMENT MAINTENANCE AND TRAFFIC CONTROL, SINGLE LANE CLOSURE STATE NON-INTERSTATE, MATERIALS (SPAN WIRE INTERSECTIONS)	24.00 EACH	1800.00000	43200.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			43200.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
008	MA LINE 253, ITS EQUIPMENT MAINTENANCE AND TECHNICAL SERVICES, ELECTRICAL DIAGNOSTIC TIME TECHNICAL SERVICES, ELECTRICAL	152.00 HOUR	165.00000	25080.00

Bill To	Requisition 00000118-00 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: Approved Page 7

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	MARYBETH BERGIN
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	DIAGNOSTIC TIME, LABOR & EQUIPMENT (SPAN WIRE INTERSECTIONS)			
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0662 .CONSTRUCTN. .			25080.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 459414.18

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

Account	Amount	Remaining Budget
E C0420 .CONSTRUCTN. .	39615.60	807327.40
E C0662 .CONSTRUCTN. .	419798.58	10243.42

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	459414.18	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

Bill To	Requisition 00000118-00 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: Approved Page 8

Vendor	Ship To
ARCADIS U.S. INC.	TRAFFIC ENGINEERING
630 PLAZA DRIVE	852 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	MARYBETH.BERGIN@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference MARYBETH BERGIN
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	10/14/22	MARYBETH BERGIN	
Approved	10/14/22	JENNIFER WHITE	Auto approved by: 910515265
Approved	10/17/22	BRENDA RHODES	
Approved	10/17/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/17/22	RELYA MALLORY	Auto approved by: 910511034
Approved	10/26/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	10/26/22	DONALD ROSE	Auto approved by: 910518227
Approved	10/26/22	SANDRA LEWIS	
Approved	10/26/22	KAREN NAMAN	Auto approved by: 910518227
Approved	10/26/22	JOHN PAINE	Auto approved by: 910518227
Approved	10/26/22	MICHAEL SPAFFORD	Auto approved by: 910518227
Approved	10/26/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Jason	Taylor	Jason.Taylor@arcadis.com	904-861-2803
Jeff	Jones	Jeff.Jones@arcadis.com	504-648-3616
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

8 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2023

Documents

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.20	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.25	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.30	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.35	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.45	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.55	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	2.65	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.00	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.45	Linear Foot

Item Name	Product Code		UOM
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.00	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.00	Linear Foot
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	850.00	Each
[illegible]	[illegible]	[illegible]	[illegible]

1 2 3 4 5 6 7 ›

Rack Mount, Primary

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Carleen Stout, Interim Director-Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To make improvements to fountain and statues at Spanish Plaza

Amount of Contract:

$36,323.00

Funding Source

Project # Spanish Plaza - Phase 4 Improvements PR-086-22 — **Discretionary Funds**

Project String C0329 Parks-Spanish Plaza Improv (20002000-48010) — **Contract Number:**4121

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-086-22 Spanish Plaza - Phase 4 Improvements	Cover Memo	10/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	10/25/2022 - 8:41 AM
Capital	Rhodes, Brenda	Approved	10/25/2022 - 9:54 AM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:42 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company:	MICOR, INC. d/b/a MDS CONSTRUCTION, INC.
Project Name:	SPANISH PLAZA – PHASE 4 IMPROVEMENTS
Project Number:	PR-086-22
Amount:	$36,323.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0329 – PARKS-SPANISH PLAZA IMPROV

CAPITAL PROJECT #: C0329 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-086-22

CONTRACT AMOUNT: $36,323.00

PROJECT DESCRIPTION: TO MAKE IMPROVEMENTS TO FOUNTAIN & STATUES AT SPANISH PLAZA (401 GOVERNMENT STREET).

VENDOR NAME: MICOR, INC d/b/a MDS CONSTRUCTION, INC.

VENDOR NUMBER: 274590

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 X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 10/18/2022

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this_____.

BETWEEN the **Owner**: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the **Contractor**: Micor, Inc., dba MDS Construction, Inc.
P. O. Box 729
Silverhill, Alabama 36576

City Business License No.: 049492

Secretary of State Registration No.: 000-183-209

For the following **Project**: Spanish Plaza - Phase 4 Improvements
401 Government Street
Mobile, Alabama 36602

Project Number: PR-086-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty-Six Thousand Three Hundred Twenty-Three and xx/100 Dollars ($36,323.00), which includes a Contingency Allowance of One Thousand and xx/100 Dollars ($1,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional unforeseen Work

as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

B. Contingency Allowance shall be used exclusively for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.

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

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed. In all instances, the Work shall be completed by February 3, 2023.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the

Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

Limits below apply to Tier 1 and Tier 2 services in the attached Limits for Service Vendors list, with the exception if comments are made regarding additional insurance requirements. Tier 3 services will require increased insurance limits, and the requirements below will need to be adjusted. Project size should also be a factor in determining applicable insurance limits. Commercial Umbrella Liability is only required when the project size exceeds $50,000 and/or the service provided is Tier 3.

On or before the inception of this 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, 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 (if required) 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.

Optional Insurance Requirements Based on Project

Inland Marine Builder's Risk Insurance:
Contractor shall maintain Inland Marine Builder's Risk Insurance Coverage with a policy period concurrent with the Project, providing coverage to protect the interest of City of Mobile, Subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the Project. Coverage shall be written on a Replacement Cost and Completed Value Form basis in an amount at least equal to one hundred percent of the projected completed value of the Work, as well as subsequent modifications of that sum due to Change Orders. This policy shall also include Delay Cost coverage for soft costs, which shall at a minimum include additional expenses for interest, legal, consulting, insurance, architectural and engineering Subcontractor's overhead and general conditions, and equipment rental. The period of indemnity shall not be less than twelve (12) months and the limit of Delay Cost coverage shall not be less than ten percent (10%) of the projected completed value of the Work and shall be a scheduled limit on the policy in addition to the scheduled limit for the hard cost coverage. The waiting period of Delay Cost coverage may not exceed thirty (30) days. Collectively, the scheduled soft cost limit and hard cost limit may equal one hundred percent (100%) of the projected value of the Work, unless the builder's risk carrier requires the Delay Cost coverage to be in addition to the one hundred percent (100%) projected value of the Work. Contractor agrees to be responsible for reporting increases in the projected completed value of the Work due to Change Orders to its insurance carrier.

This Builders Risk insurance covering the work will have a deductible of no more than $5,000 for each occurrence unless the loss is caused by a Named Storm; then the deductible shall be a maximum of 3% of insured value. Higher deductibles for Named Storm or a Wind/Hail Deductible may be accepted by City of Mobile upon

written request by the Contractor and written acceptance by City of Mobile. All deductibles will remain the responsibility of the Contractor.

Installation Floater:
Contractor shall obtain an Installation Floater to cover that portion of the work to be installed, altered, or repaired by Contractor. The Installation Floater policy must include "coverage for the fixtures, materials, supplies, machinery and equipment used in or incidental to the construction project as well as property kept off-site or while in transit." Coverage must also include property of others in the Contractor's care, custody, or control. In addition to Contractor, the Owner shall be named as additional insured on the policy with coverage extending through the final completion date.

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.

Pollution Legal Liability:
Contractor agrees to maintain Pollution Legal Liability limits of not less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities,

whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

3.11 Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION of CONTRACT: The City may terminate the contract upon Ten (10) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND

Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than $50,000.00.

1. Cost of the bonds shall be included in the bid.
2. Bond shall be submitted with the executed agreement on provided form(s).
3. Power of Attorney is required for both bonds.
4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
5. A Surety licensed to do business in the State of Alabama must execute the bonds.

3.16 RETAINAGE

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

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

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars ($50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Micor, Inc., dba MDS Construction, Inc. has completed the contract for Spanish Plaza – Phase 4 Improvements, PR-086-22, 401 Government Street, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A._Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated September 18, 2022, as prepared by the City of Mobile Architectural Engineering Department.;
2. Addendum No 1, dated 09/26//2022;
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE

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

7.0 NONDISCRIMINATION

A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement

may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 Public Contracts with Entities in Certain Boycott Activities

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR:
Micor, Inc. dba MDS Construction, Inc.

By Signature

Michael D. Small, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael Small as owner of MDS Construction and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 17 day of OCTOBER, 2022.

Mary Anne Killion
NOTARY PUBLIC
My Commission Expires: 2-15-26

MARY ANNE KILLION NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires 2/15/2026

EXHIBIT A
SCOPE OF WORK
Spanish Plaza – Phase 4 Improvements
401 Government Street
Mobile, Alabama 36602
PR-086-22

The Work involves the furnishing of all labor, materials, tools and equipment necessary to:

1) Repair and/or tuckpoint grout joints at the central fountain;
2) Prepare and coat the concrete cloverleaf around the statue of Queen Isabella;
3) Form and pour one (1) concrete bench;
4) Best Management Practices for sediment and erosion control for duration of contract, and
5) Additive Alternate #1 to remove, form and pour One hundred Seventy-Five Square Feet (175 S.F.) of light broom finish concrete walkway.

SPANISH PLAZA
PHASE 4 IMPROVEMENTS
PR-086-22

QUOTE FORM: (City of Mobile "Subcontracting and Major Supplier Plan" shall be submitted with this form.)

Company Name: Micor Inc dba MDS Construction

Company Address: P.O. Box 729, Silverhill, AL 36576

Office Phone #: 251-454-4244 **Fax #:** —

City of Mobile Business License No.: 49492

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated September 18, 2022, and all Addendum(a) No(s) 1 dated 09/26/22, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within Sixty (60) calendar days from the written Notice to Proceed.

Quoters shall include sales and use taxes.

Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: Twenty-nine thousand Two hundred (Amount in Words) Ninety-six Dollars & No Cents $ 29,296 .00 (Amount in #'s)

Contingency Allowance: One Thousand (Amount in Words) Dollars & No Cents $ 1,000.00 (Amount in #'s)

Total Base Quote Amount: Thirty thousand Two hundred (Amount in Words) Ninety-six. Dollars & No Cents $ 30,296 .00 (Amount in #'s)

Additive Alternate #1 Amount: (Furnish and install 175 S.F. of Light Broom Finish Concrete Walkway)

(Amount in Words) Six thousand Twenty-seven Dollars & No Cents $ 6027 .00 (Amount in #'s)

Contact Phone #: 251-454-4244 **Cell #:** 251-454-4244

E-mail Address: MDS3349@bellsouth.net

Signature: _____ **Date:** 10/06/22

Printed Name: Michael D. Small **Title:** owner/Pres.

Laurence, Jacob

From: Kidd, Archnique
Sent: Monday, October 10, 2022 10:09 AM
To: Laurence, Jacob
Subject: RE: PR-086-22: Spanish Plaza- Phase 4 Quote and Quote Tab

Good morning Jacob,

The contractor has met the good faith effort.

Respectfully,

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: Laurence, Jacob <laurencej@cityofmobile.org>
Sent: Monday, October 10, 2022 8:54 AM
To: Cook II, Roger J <roger.cook@cityofmobile.org>; Kidd, Archnique <archnique.kidd@cityofmobile.org>
Subject: FW: PR-086-22: Spanish Plaza- Phase 4 Quote and Quote Tab

Roger and/or Keisha,
Please advise as to the good faith effort for DBE participation. Contract has been prepared and is ready to send for signatures. I would like to send today, if possible.
Jacob

From: Laurence, Jacob
Sent: Friday, October 7, 2022 8:10 AM
To: Cook II, Roger J <roger.cook@cityofmobile.org>; Kidd, Archnique <archnique.kidd@cityofmobile.org>
Subject: PR-086-22: Spanish Plaza- Phase 4 Quote and Quote Tab

Roger or Keisha,
I'd appreciate your review of the attached Quote from MDS and the draft quote form. MDS turned out to be our only quoter for the project and shows 13% DBE participation on his forms. Please let me know if we can proceed with a contract. I will wait to release the quote tab until you've had a chance to review.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Micor Inc dba MDS Construction
Address	P.O. Box 729 Silverhill, AL 36576
Telephone	251-454-4244
E-Mail	MDS3349@Bellsouth.net

RFP/RFQ Solicitation Number	PR-086-22
Project Description	Spanish Plaza - Phase 4 Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 3 Female 1 Minority ____ Non-minority ✓ SDVO ____ Total #of Employees 4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Michael D. Small

Signature: _____ Date: 10/06/22

Title: Owner/Pres.

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: Michael D. Small Title: Owner/Pres.

Email: MDS3349@Bellsouth.net Phone: 251-454-4244

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 Micor Inc dba MDS Construction Your Bid/Proposal Amount $ 30,296 OR = Date: 10/06/22

Description Spanish Plaza - Phase 4 Improvements

Name of Bidder/Proposer: Micor Inc dba MDS Construction

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
Ron's ETC Services, LLC	251-709-3093	cleaning, Painting, + misc. general labor	2700	8%	yes	
Bricks for you	251-447-4612	masonry	2500	6%	No	
Presley Inc	251-654-1198	concrete	2700	8%	No	
RAM Tool	251-432-1867	Supplier	2000	5%	yes	
West Ready Mix	251-679-1057	concrete supplie	650	2%	No	

4/5/2021

821

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Micor Inc dba MDS Construction

Contact Person: Michael D. Small Phone 251-454-4244 Email —

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

M D S Construction, Inc.	
Entity ID Number	000 - 183 - 209
Entity Type	Domestic Corporation
Principal Address	MONTROSE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	10/29/1996
Registered Agent Name	SMALL, MICHAEL D
Registered Office Street Address	23849 MONTROSE WOODS MONTROSE, AL 36559
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SMALL, MICHAEL D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/29/1996 Certificate of Formation 2 pgs.

New Search

E-Verify

Company ID Number: 662944

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4216.
Approved by:

Employer MICOR INC.	
MICHAEL SMALL	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	05/29/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	MICOR INC.
Company Facility Address:	2937 GUNBOURBAN
	FAIRHOPE, AL 36532
Company Alternate Address:	

E-Verify

Company ID Number: 562944

County or Parish:	[illegible]
Employer Identification Number:	[illegible]
North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2022

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

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

PRODUCER	**CONTACT NAME:** Amy Harris
Valent Group, LLC	**PHONE (A/C, No, Ext):** (251) 544-7245 **FAX (A/C, No):** (251) 343-0563
1110 Montlimar Drive	**E-MAIL ADDRESS:** aharris@valentgroup.com
Suite 400	
Mobile AL 36609	
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Micor Inc dba Mds Construction	**INSURER A :** Owners Insurance Company 32700
PO Box 729	**INSURER B :** Auto Owners Insurance Company 18988
	INSURER C : AL Home Builders SIF Fund
Silverhill AL 36576-0729	**INSURER D :** Safety National Casualty Corporation 15105
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Master 22-23 **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: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	38541487	05/15/2022	05/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	4454148700	06/25/2022	06/25/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	4454148701	05/15/2022	05/15/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
C/D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	17228-00/SP4065837	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Installation Floater			38541487	06/01/2022	05/15/2023		100,000

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

PR-086-22 Spanish Plaza-Phase 4 Improvements

City of Mobile is included as an Additional Insured in respect to General Liability, Auto Liability & Umbrella Liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employers Liability. 30 day notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Depa
P.O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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1. **THE PRODUCER:** Produces or orders Certificate for Insured; answers questions, revises certificate to meet contract requirements.
2. **NAME OF INSURED:** Must be legal name of contracting party.
3. **TYPES OF INSURANCE:** Must include types required by contract.
4. **POLICY FORM:** Will indicate claims-made or occurrence form; see "10", Policy Expiration Date" for additional information.
5. **AGGREGATE LIMIT:** An aggregate per policy limit applies for the entire policy period (usually one year); a per project aggregate is applied to individual projects; a per location limit applies the aggregate separately to each location.
6. **ADDITIONAL INSURED/WAIVER OF SUBROGATION:** The
7. certificate must include a "Y" for additional insured and waiver of subrogation.
8. **CERTIFICATE HOLDER:** Must be the City of Mobile.
9. **POLICY EFFECTIVE DATE:** Must be prior to or coincidental with effective date of contract.
10. **POLICY EXPIRATION DATE:** For "occurrence" form coverage, date should be on or after the termination date of contract. If "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and shall provide for a retroactive date of placement prior to or coinciding with the effective date of contract.
11. **LIMITS OF INSURANCE:** Must be same or greater than required by contract.
12. **DESCRIPTION OF OPERATIONS:** Review information in this section to determine it is consistent with contract.
13. **NOTICE OF CANCELLATION:** Refer to policy to determine carrier's practices regarding cancellation.
14. **AUTHORIZED REPRESENTATIVE:** Must be signed by an authorized representative of Producer.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule. if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

MOBILE
ALABAMA

ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES

September 18, 2022

The City of Mobile will receive quotes for the following Project:

Project Name: Spanish Plaza – Phase 4 Improvements

Project Location: 401 Government Street, Mobile, Alabama 36602

Project Number: PR-086-22

Summary of Work: Include all labor, materials, tools and equipment necessary to:

1) Safely remove all loose mortar, debris, organics, etc. from the circumference mortar joint of the central fountain's knee wall at the first interior rowlock of bricks. Once completed, tuckpoint approximately One hundred and Eighty Linear Feet (180 LF) of same mortar joint with Type-S Mortar (Grey) to ensure a watertight bond. Additionally, tuckpoint approximately Twenty Linear Feet (20 LF) of brick mortar joints on south interior face of fountain knee wall using Type-S Mortar (Grey). Mortar and mortar joint tooling in all instances shall match existing and be smooth and uniform in appearance to create a visually indiscernible finished product. Clean brick faces when complete with *Prosoco Sure Klean 600* (cited as the Basis of Design), or an approved equal, to remove all excess mortar. No hazing shall be allowed.
2) Safely remove all loose or jagged concrete, debris, organics, prior surface coating, etc. from the cloverleaf pedestal surrounding the base of the Queen Isabella statue. Clean concrete when complete with *Prosoco Sure Klean Heavy Duty Concrete Cleaner* (cited as the Basis of Design), or an approved equal, to remove all excess oil or residue. Mask edges at brick rowlock and coat with a two-part epoxy coating (*Seal Krete Epoxy-Seal Concrete & Garage Floor Paint, Slate Grey* is cited as the Basis of Design), or an approved equal. Secure area and allow to cure for a minimum of five calendar days prior to foot traffic. Remove masking, scrape excess coating from brick faces and mortar joints. Surface shall be smooth and uniform in appearance. No blistering or bubbles shall be allowed.

3) Form and pour on-site one (1) replacement concrete bench to match in all proportions, shape, surface finish, and color of the existing, same style, adjacent benches. Bench shall be reinforced with #5 rebar in line with the original construction delineation and utilize 3000 P.S.I. concrete. Rebar shall be anchored in existing concrete at the original footings and tied continuously throughout form to ensure proper structural integrity once cured and forms have been removed. (See Reference Sheet 9-57 for original construction details.) Seal concrete with two spray coats of *Prosoco Weatherseal Siloxaine PD* (cited as the basis of design), or an approved equal, once cured
4) Additive Alternate #1- Remove One Hundred Seventy-Five Square Feet (175 S.F.) of existing broom finish concrete, as indicated on Sheet A-1, form, reinforce with Eight inch (0'-8") #4 rebar drilled and epoxied into adjacent concrete at all edges at Two Linear Foot (2 L.F.) intervals where existing shall meet new concrete, and pour replacement light broom finish concrete to match existing grades of the adjacent exposed aggregate panels. All new and existing concrete shall be free from toe kick trip hazards equal to or greater than ¼".

Important Dates:

Mandatory Pre-Quote Meeting:	Monday, September 26, 2022 at 9:00 AM.
Quotes Due:	Thursday, October 6, 2022 at 2:00 PM.

Examination of Documents: Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the Pre-Quote meeting), fully inform themselves as to existing conditions and limitations, and include on the provided Quote Form a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments:

Drawing A-1.0:	Site Plan & Details
Drawing 4A:	Original Construction Reference Sheet
Drawing 5A:	Original Construction Reference Sheet
Drawing 9-57:	Original Construction Reference Sheet

Pre-Quote meeting shall be held on Monday, September 26, 2022 at 9:00 AM local time starting at the project site's central fountain, 401 Government Street, Mobile, Alabama 36602. A representative of the Quoter is encouraged to be present at the meeting. Quoters representatives at the Pre-Quote meeting shall sign-in in and must remain for the entire meeting. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site meetings/visits are scheduled.

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 2:00 PM, six (6) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

THIS IS NOT A TAX-EXEMPT PROJECT. Quoters shall include sales and use taxes in their quote amount.

Contractors may use on-site utilities and facilities, such as power, water, and designated parking areas. Contractor shall have access to the work site, as approved by the Owner,

between 7:00 AM - 6:00 PM Seven days a week. Additional access may be coordinated with the Owner representatives in advance. The site will remain open to the public during construction. All work areas shall be secured at all times, including after hours, to ensure public safety. Debris shall be removed and disposed of daily. No temporary storage will be available at this location, unless provided by Contractor. Lock and scure tools and materials while working at the site. City staff is not responsible for contractors' items. Obey all City of Mobile rules and regulations.
The Contractor shall deliver the work complete within **Sixty (60) calendar days** from the date of the written Notice of Proceed.

In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the bid opening, the Apparent Low Quoter shall meet with the Owner to discuss scope and Owner scheduling and priorities. The Apparent Low Quoter shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

The Contractor may be allowed additional construction days due to inclement conditions ("rain days"), but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

Allowance:

Include in the Total Base Quote a stipulated allowance as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

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

Quotes (stipulated sum):

Quotes for the above Scope of Work will be received until **2:00 PM on Thursday, October 6, 2022,** in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than $50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Bids equal to or greater than $50,000 shall be sealed in a manila envelope with all appropriate associated documentation, annotating on the outside of the envelope the project number and title, with the words "DO NOT OPEN UNTIL 2:00pm OCTOBER 6, 2022." Emailed or unsealed copies of bids equal to or greater than $50,000 will be returned without reading and disqualified from consideration. Contractor is responsible for his Quote arriving on time.

Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

A. No Bid may be modified, withdrawn, or canceled for a period of Sixty (60) calendar days after the time designated for receipt of bids.

B. The City of Mobile will have Sixty (60) days from the bid opening date to award the contract.

Equal Opportunity:

Contractor shall provide an appropriately completed copy of the "City of Subcontracting and Major Supplier Plan" (Exhibit 1) with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to to submit a "DBE Utilization Report" with every Pay Application.

Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967 or **archnique.kidd@cityofmobile.org**.

Bond Requirements:

For contracts equal to or greater than $50,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

- Cost of Bonds shall be included in the Contractor's bid.
- A Surety authorized to do business in the State of Alabama must issue Bonds.
- Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security / Bid Bond (for Bids equal to or greater than $50,000):

A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than $10,000.00 is required to accompany Bid.

B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor.

Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

1. Contract form "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2).

2. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 3).

3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents).

4. Company's current City of Mobile Vendor Information Form and W-9 Tax Form (attached as Exhibit 5). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System: **https://www.cityofmobile.org/bids/vendor**

For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor). Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work, the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order (see attached samples).

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars ($50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for Spanish Plaza – Phase 4 Improvements, PR-086-22, in Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

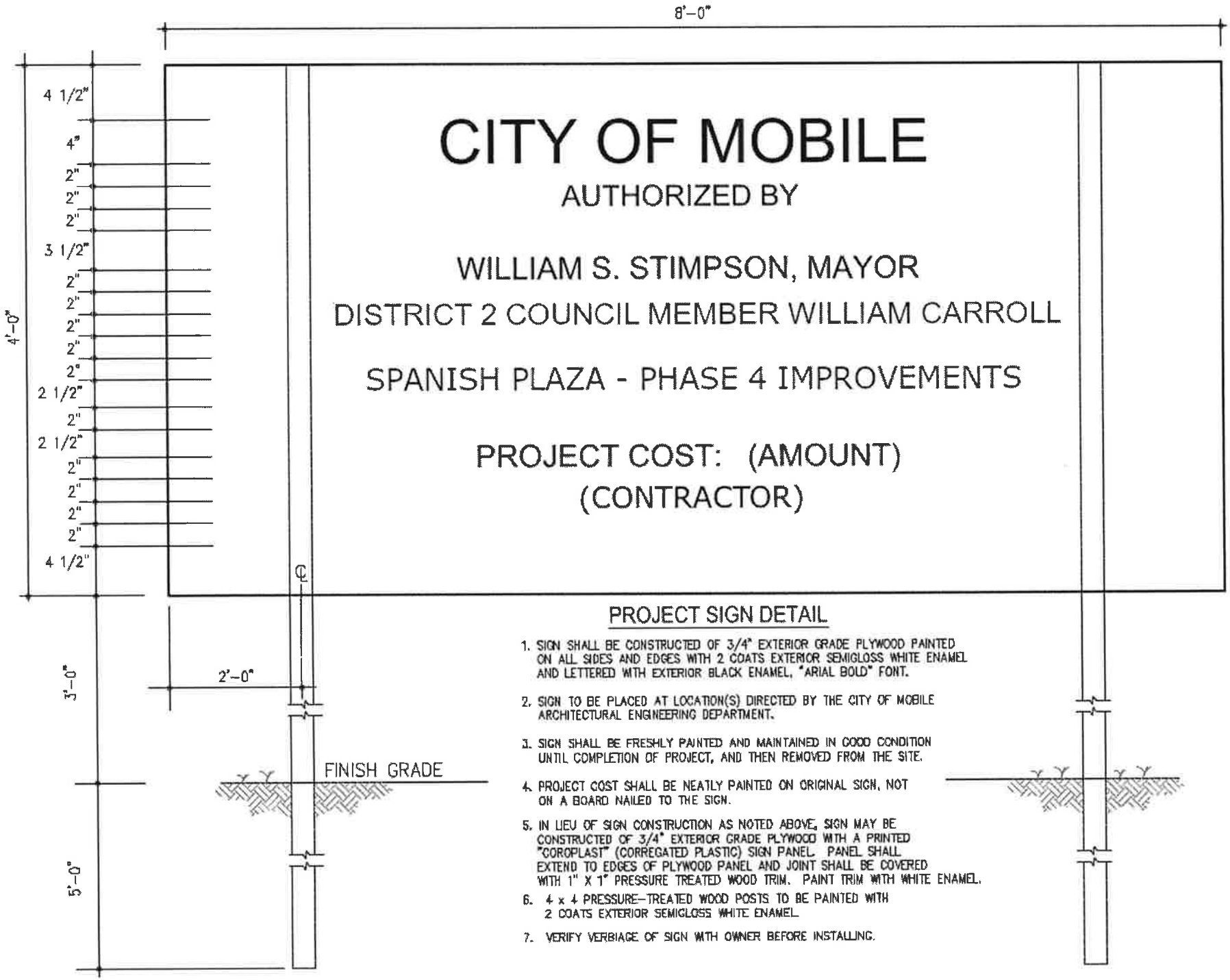
Liquidated Damages: A time charge equal to two hundred fifty dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Quotes and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within two (2) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used.

Close Out Documents: Shall consist of as built drawings, warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents (Exhibit 6):

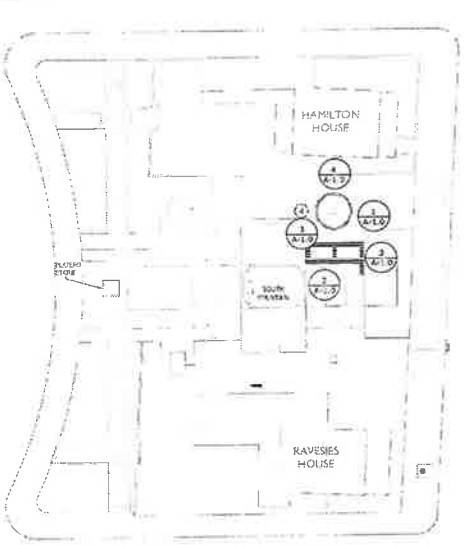
1. Contractor's Affidavit of Payment of Debts and Claims - G706
2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

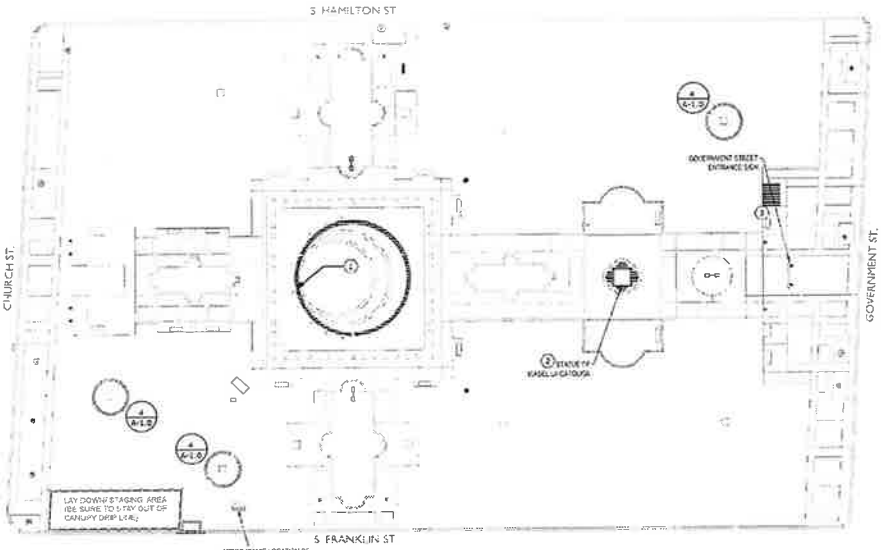
Contact the Project Manager, Jacob Laurence, at the City of Mobile, Architectural Engineering Department, 251-422-3312, or e-mail **laurencej@cityofmobile.org** for further clarification regarding this Request for Quotes.



PROJECT SIGN DETAIL

1. SIGN SHALL BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD PAINTED ON ALL SIDES AND EDGES WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL AND LETTERED WITH EXTERIOR BLACK ENAMEL, "ARIAL BOLD" FONT.
2. SIGN TO BE PLACED AT LOCATION(S) DIRECTED BY THE CITY OF MOBILE ARCHITECTURAL ENGINEERING DEPARTMENT.
3. SIGN SHALL BE FRESHLY PAINTED AND MAINTAINED IN GOOD CONDITION UNTIL COMPLETION OF PROJECT, AND THEN REMOVED FROM THE SITE.
4. PROJECT COST SHALL BE NEATLY PAINTED ON ORIGINAL SIGN, NOT ON A BOARD NAILED TO THE SIGN.
5. IN LIEU OF SIGN CONSTRUCTION AS NOTED ABOVE, SIGN MAY BE CONSTRUCTED OF 3/4" EXTERIOR GRADE PLYWOOD WITH A PRINTED "COROPLAST" (CORREGATED PLASTIC) SIGN PANEL. PANEL SHALL EXTEND TO EDGES OF PLYWOOD PANEL AND JOINT SHALL BE COVERED WITH 1" X 1" PRESSURE TREATED WOOD TRIM. PAINT TRIM WITH WHITE ENAMEL.
6. 4 x 4 PRESSURE-TREATED WOOD POSTS TO BE PAINTED WITH 2 COATS EXTERIOR SEMIGLOSS WHITE ENAMEL.
7. VERIFY VERBIAGE OF SIGN WITH OWNER BEFORE INSTALLING.





1 OVERALL SITE PLAN AND NOTES

N

SCALE: 1"=20'-0"

GENERAL NOTES

- Contractor shall protect all existing curbing with appropriate blocking or plywood when accessing the site
- Any and all equipment required to perform the work shall be moved and staged on surface mats or ¾" plywood at all times in order to avoid contact with brick pavers
- Use of any equipment directly on the historic paver surfaces in the area is strictly prohibited
- Damage to brick, tile, concrete, or other hardscaping or surrounding paving materials shall be the responsibility of Contractor to repair at Contractor's expense. Costs of equipment and protective measures shall be incorporated into the Base Bid
- Damage to site amenities due to construction and overstay during construction shall be the responsibility of Contractor to repair at Contractor's expense
- All products shall be installed/applied per the manufacturer's recommendations. Contractor, sub contractor, or installer shall refer to Qualified Installer, as per project manual and vendor specifications.
- Seams, cracks, and voids shall be filled to the greatest degree possible to achieve a water tight seal but remain visually neat and uniform.

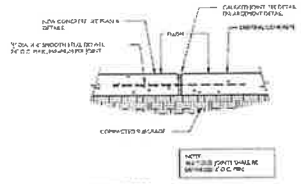
Portions of site included in scope of work contained by shaded areas interpolating to street and curb lines

SHEET NOTES

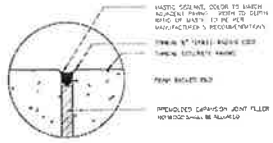
1. Safely remove all brick pavers during demolition, and store them on pallets for reinstallation. Where pavers are damaged during demolition, replace with new pavers to match existing. Where pavers are missing, provide new pavers to match existing.
2. Safely remove all brick pavers and base material as required for installation of new concrete paving. Where pavers are damaged during demolition, replace with new pavers to match existing. Where pavers are missing, provide new pavers to match existing.
3. Remove and replace one (1) replacement concrete bench to match in all proportions, shape, surface finish, and color of the existing. Same style, adjacent benches. Bench shall be reinforced and as noted in accordance with the project specifications. Refer to Detail 1/A-1.0 for Concrete Paving Detail. Refer to Detail 2/A-1.0 for Concrete Cold Joint Detail. Refer to Detail 3/A-1.0 for Typical Enlarged Caulked Joint Detail. Refer to Detail 4/A-1.0 for Typical Wattle Plan View Detail.
4. Replace Allowance #1 - Remove One Hundred Seventy-Five Square Feet (175 S.F.) of existing concrete brick mix as concrete unit as per A-1.1 Area indicated with Eight-Inch (8") Light Wash Grind and Apply Sealer as per Specifications at Allowance of Two Hundred Fifty (250) Square Feet (250 S.F.) Allowance Only, where existing brick, sand and concrete unit pavers have been removed. Apply a light brown finish concrete to match existing grades at the adjacent existing concrete pavers. All new and existing concrete shall be level from one surface to another and shall not be greater than ¼".



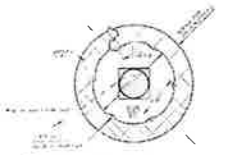
1 TYPICAL CONCRETE PAVING DETAIL



2 CONCRETE COLD JOINT DETAIL



3 TYPICAL ENLARGED CAULKED JOINT



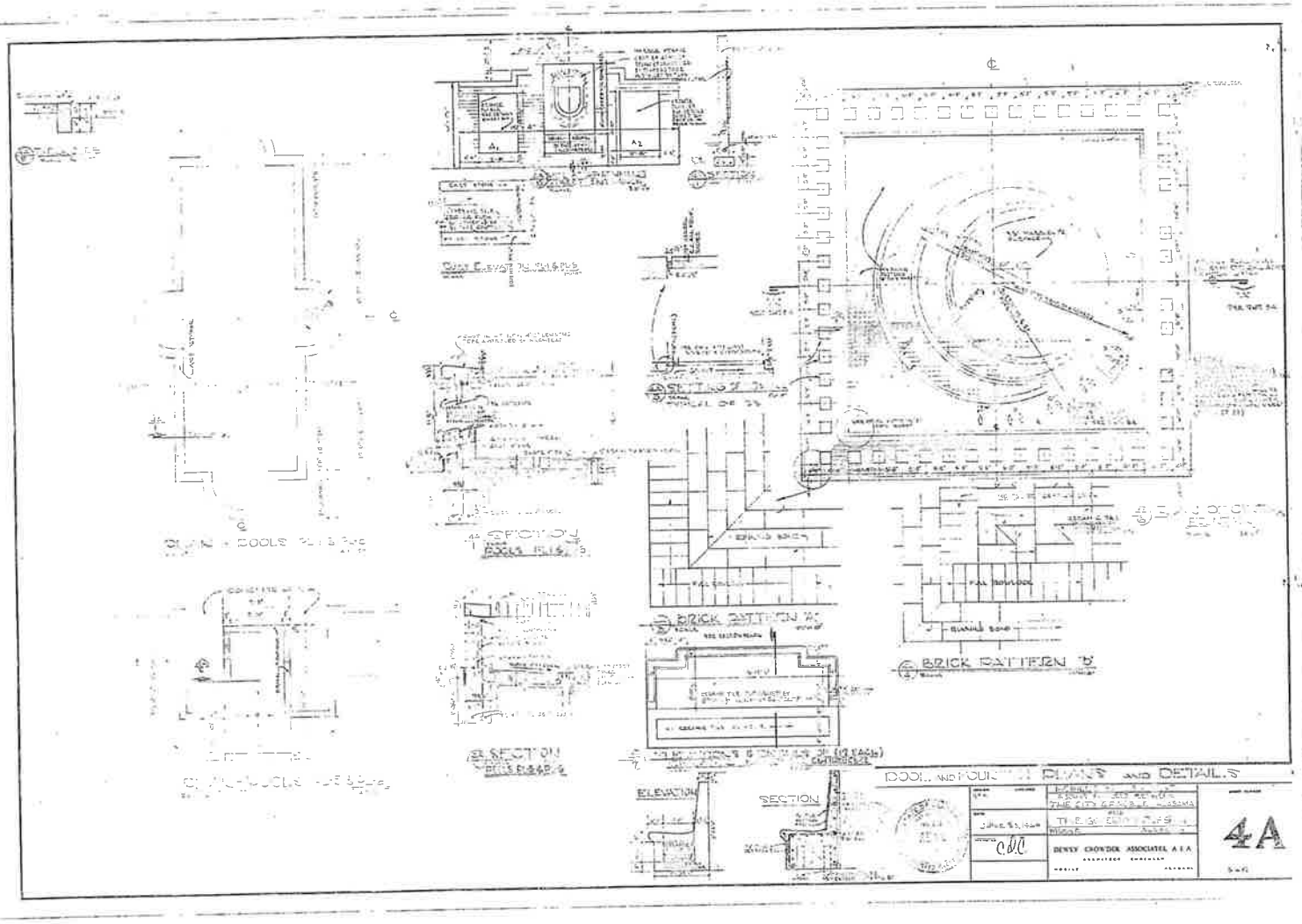
4 TYPICAL WATTLE PLAN VIEW

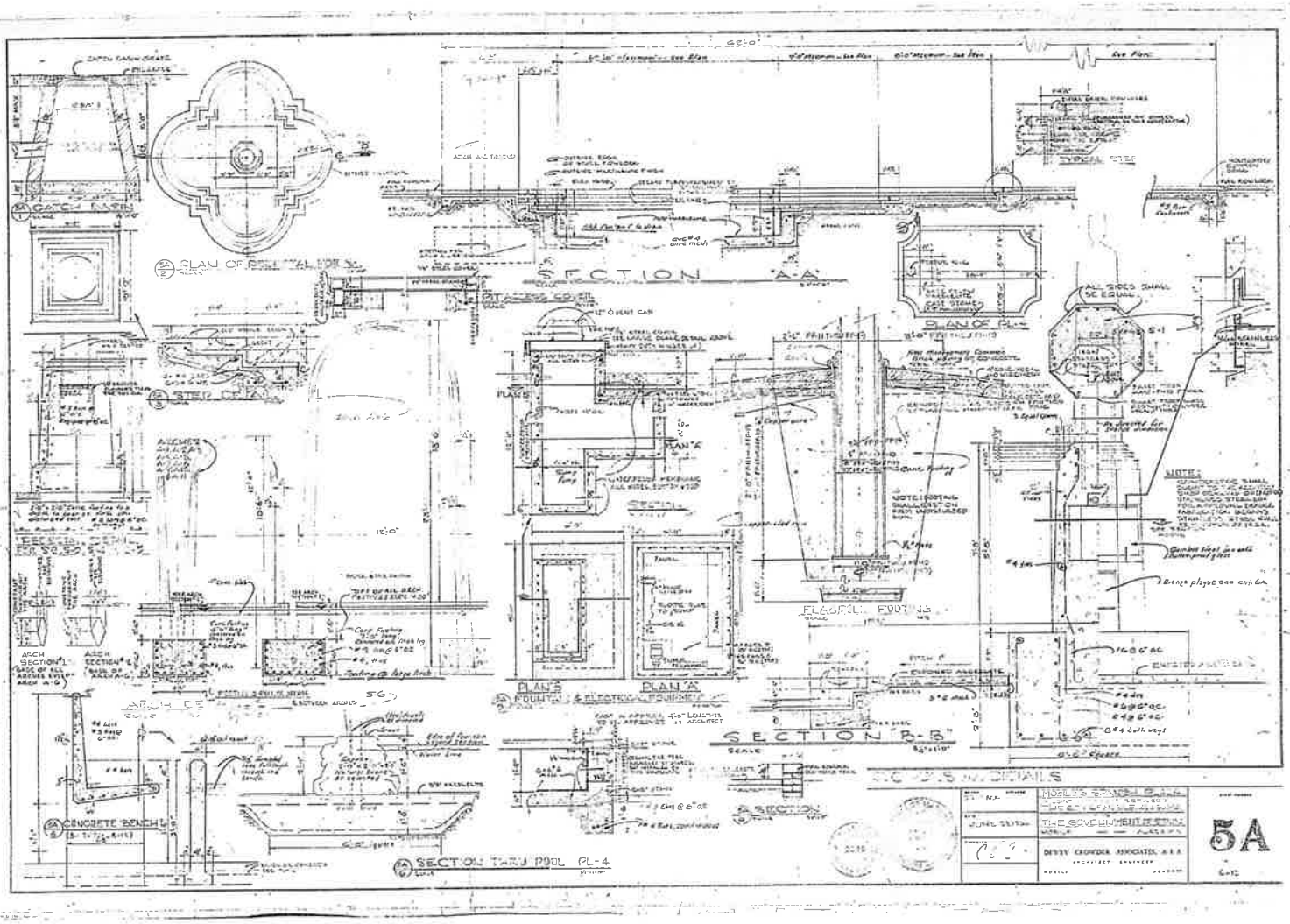
PR-086-22
SPANISH PLAZA - PHASE 4 IMPROVEMENTS
MOBILE, ALABAMA

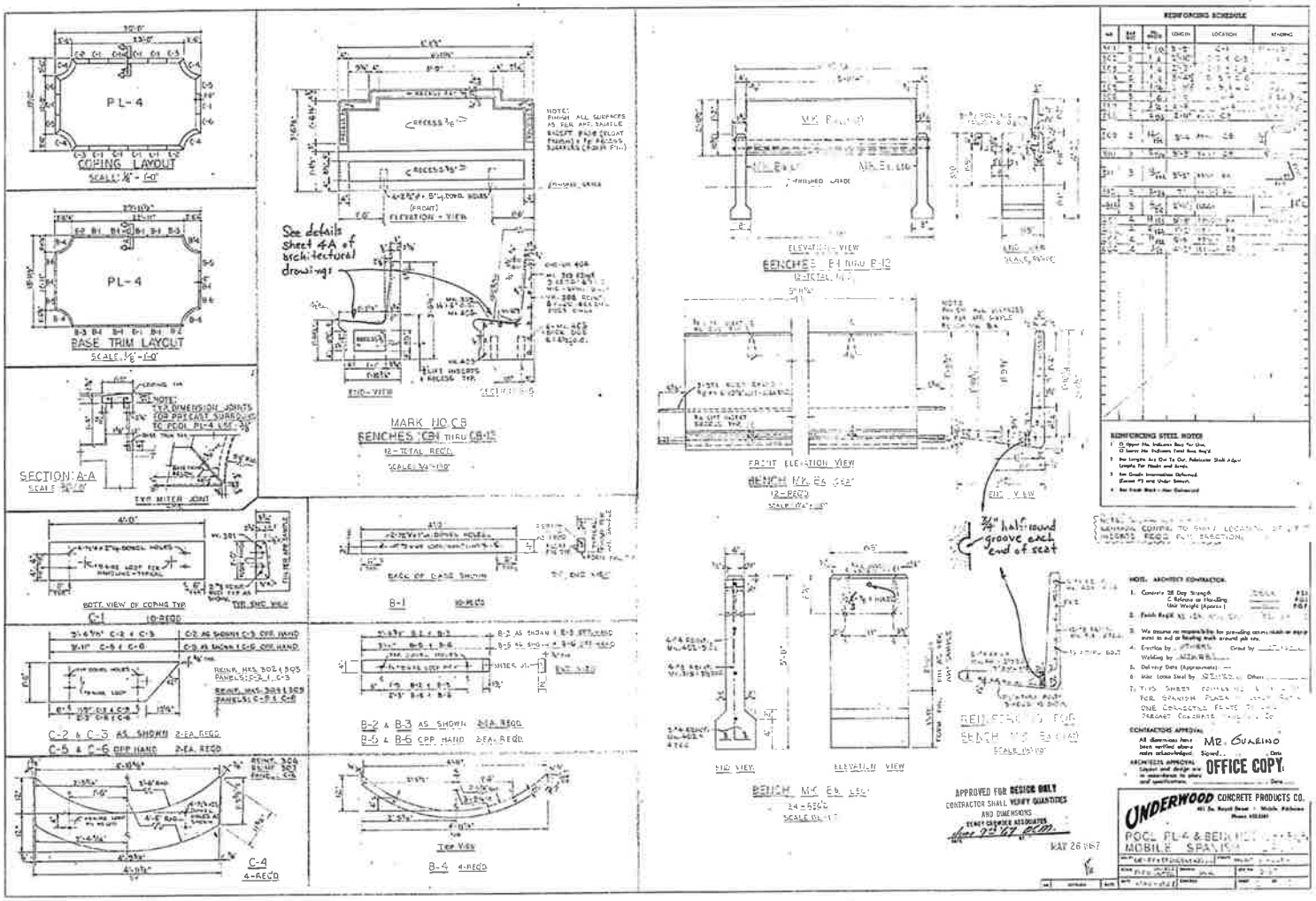
DESIGNED: JPL
CHECKED:
DATE: 6/18/2022

SHEET TITLE: OVERALL SITE PLAN & DETAILS

SHEET: A-1.0


BRICK PATTERN 'A'
BRICK PATTERN 'B'
SECTION
ELEVATION
SECTION
DESIGN CHANDLER ASSOCIATES A.I.A.
4A


SECTION "A-A"
PLAN OF PIER
PLAN "A"
SECTION "B-B"
SECTION THRU POOL
CONCRETE BENCH
THE GOVERNMENT SECTION
DEWEY CROWDER ASSOCIATES, A.I.A.
5A


PL-4
COPING LAYOUT
SCALE: ½" = 1'-0"
PL-4
BASE TRIM LAYOUT
SCALE: ½" = 1'-0"
See details Sheet 4A of architectural drawings
MARK NO C-B
BENCHES "CB" THRU CB-12
12 - TOTAL REQ'D.
SCALE: ¾" = 1'-0"
SECTION A-A
SCALE ¾" = 1'-0"
TYP MITER JOINT
BOTT. VIEW OF COPING TYP
C-1
10-REQD
BACK OF CASE SHOWN
B-1
10-REQD
C-2 & C-3 AS SHOWN 2-EA. REQD.
C-5 & C-6 OPP HAND 2-EA. REQD.
B-2 & B-3 AS SHOWN 2-EA REQD.
B-5 & B-6 OPP HAND 2-EA. REQD.
C-4
4-REQD
Top View
B-4
4-REQD
BENCHES B-1 THRU B-12
12-TOTAL REQ'D.
FRONT ELEVATION VIEW
BENCH MK. B-6 OPP
12-REQ'D
SCALE: ¾" = 1'-0"
¾" half round groove each end of seat
BENCH MK B-6 LEFT
24-REQ'D
SCALE: ¾" = 1'-0"
REINFORCING FOR BENCH MK B-6 HAND
SCALE: ¾" = 1'-0"
REINFORCING SCHEDULE
REINFORCING STEEL NOTES
APPROVED FOR DESIGN ONLY
CONTRACTOR SHALL VERIFY QUANTITIES AND DIMENSIONS
MAY 26 1967
UNDERWOOD CONCRETE PRODUCTS CO.
POOL PL-4 & BENCHES
MOBILE SPA, INC.
OFFICE COPY

MOBILE
ALABAMA

Addendum No. 1

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Architectural Engineering Department

Date: September 26, 2022

Re: **Spanish Plaza – Phase 4 Improvements**
401 Government Street
Mobile, Alabama 36602
PR-086-22

This Addendum forms a part of, and modifies, the Request for Quotes documents for the above referenced project, dated September 18, 2022. Acknowledge the receipt of this Addendum No. 1, and any subsequent Addenda, in the space provided on the Bid Form. Failure to do so may subject bid to disqualification.

General:

Item 1. The Pre-Quote Conference Agenda ***with Modifications*** (modifications bolded and italicized or with strikethroughs) and the Pre-Quote Conference Attendance Roster, both dated September 26, 2022 are attached and form a part of Addendum No. 1. Contractor shall review modifications in the Agenda for items that will affect bidding.

Attachments-
Pre-Quote Conference Agenda ***with Modifications***
Pre-Quote Conference Attendance Roster

SPANISH PLAZA – PHASE 4 IMPROVEMENTS
Project # PR-086-22
PRE-BID CONFERENCE

9:00am Monday, September 26, 2022
401 Government Street, Mobile, Alabama 36602

AGENDA ***with modifications italicized and bolded or with strikethroughs***

---

1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
   A. Introductions - REAM Work Order Coordinator, Project Manager
   Jacob Laurence, 251-422-3312 cell; 251-208-7703 office; **laurencej@cityofmobile.org**

2) **Discussion of Scope of Work:**
   A. The scope of this project, as further detailed in the RFQ documents, is to:
      1) Repair and/or tuckpoint grout joints at the central fountain;
      2) Prepare and coat the concrete cloverleaf around the statue of Queen Isabella;
      3) Form and pour one (1) concrete bench;
      4) Best Management Practices for sediment and erosion control for duration of contract, and
      5) Additive Alternate #1 (if included in contract)- Remove, form and pour One hundred seventy-five Square Feet (175 S.F.) of light broom finish concrete walkway
   B. City of Mobile Building permit will be required for this project, but shall be obtained at no cost to the Contractor. Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting prior to issuance of permits and throughout the contract duration.
   C. The Building permit, a Certificate of Appropriateness (COA) provided by Mobile Historic Development Commission, and the City of Mobile standard project sign shall be posted by the Contractor in a prominent location for the duration of the project in a pre-approved location agreed upon in advance by the Project Manager and the Contractor.
   D. Generally, the site will remain open to the public and City of Mobile maintenance crews. Contractor shall consecutively secure each section/area of the site as they are working. Contractor shall include in Base Quote all materials and equipment to close each work area from public access, enabling portions of the site to be secured at non-work hours and while work is being performed on specific amenities. Reflective barricades or cones shall be installed for the duration of equipment access onto and off of the site.
   E. Lane closures shall be coordinated with the Project Manager in advance of the date of closure and shall be limited to the greatest possible extent to avoid traffic congestion.
   F. Site access shall be limited to pre-approved locations agreed upon in advance by the Project Manager and the Contractor, and mainly shall be confined to the staging area and construction entrance. Any damage to original condition of site at the start of on-site work shall be the responsibility of the contractor at the contractor's expense.
   G. Contractor shall avoid working from, staging on, or crossing the landscaped/softscaped areas of the site unless pre-approved by the Project Manager. Contractor shall take every precaution to avoid damage to the existing plumbing and irrigation system and shall at their own costs make repairs to the system if damage occurs during construction.
   H. An on-site dumpster may be provided by the Contractor and located as approved by the Project Manager. Remove waste & surplus materials, and rubbish from the site daily.
   I. Contractor shall provide a lockable portable toilet. Unit shall be serviced weekly.
   J. Contractor parking shall be limited to a pre-determined area agreed upon in advance by the Project Manager and the Contractor.
   K. Water and electricity at project site shall be supplied by the City of Mobile in moderate amounts at no cost to the Contractor in order to perform the work associated with the new construction. Hose bibs and electrical outlet locations

will be identified at the Pre-construction meeting after award of the contract. The bibs are the only water source at the site that are authorized for use by the Contractor. Hose to span from the bib to the work areas and power cord to span from the electrical outlet to the work areas are the responsibility of the Contractor. Excessive water or electricity use shall be paid for by the Contractor, and "excessive" shall be determined by the Project Manager. Contractor may choose to use self-supplied potable water and/or generators for any project related needs and shall incorporate the associated costs into their Base Bid.

L. There will be a $1,000 Contingency Allowance for the project.
M. Any proposed changes to the design shall be submitted to the Consultant for approval in advance of commencement of any work.
N. Work hours shall typically be 7am to 6pm seven days a week, but Contractor shall also be allowed access at other than usual hours, after prior approval and coordination of such hours with the Project Manager. Contractor shall coordinate schedule for work through the Project Manager.
O. It is advised that the Contractor remove all materials and equipment daily for security reasons, unless the Contractor makes reasonable accommodations to secure their project- related items in a pre-approved and lockable laydown area at the site.
P. Upon coordination with the Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
Q. Contract duration is Sixty (60) calendar days from the written Notice to Proceed.

3) Bidding instructions, forms, special requirements and time:

A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Jacob Laurence at laurencej@cityofmobile.org
B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail. Project Manager shall issue all addenda.
C. Cut off time for submission of RFIs is six (6) calendar days prior to the Bid Opening date by 12:00pm.
D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises.
E. Receipt of Quotes shall be Thursday, October 6, 2022, no later than 2:00 PM local time. To ensure timely receipt, it is recommended that Quotes be emailed the Project Manager or sent by U. S. Postal Service or another carrier, addressed to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602 (or AE Dept., P. O. Box 1827, 36633-1827, if sent by regular mail via the U. S. Postal Service).
F. Quotes shall be submitted only on a copy of the Quote Form included in the RFQ documents and shall include DBE Documentation. Bids greater than $50,000 submitted dgitially or without the proper documentation or envelope shall be rejected without being read.
G. Use of Allowances shall be reviewed and approved by the Owner prior to the commencement of the associated work.

4) Additional Requirements within 10 Days of Contract Award:

1. A valid City of Mobile business license for the duration of the contract period
2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Certificate of Insurance included in RFQ documents). NOTE that the City's insurance requirements have changed and must include an Installation Floater as a part of the coverage provided by the Contractor for this project specifically.

4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
5. Performance Bond and Labor and Material Payment Bond if Bid is greater than $50,000.
6. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractors name shall be EXACTLY the same.

5) Payment requirements.

a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published once per week for four consecutive weeks in a local newspaper of general circulation.
c. Invoices shall be substituted as two originals by utilization of AIA Documents G702 and G703, completed by the contractor with original signatures and notary seal, partial lien waivers and DBE Compliance Report, as applicable.

6) Review of Site

7) Adjourn

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Marc Vassallo, Senior Director, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three-year Contract with Republic Services of Mobile for downtown compactor garbage containers rental and service.

General fund.

Amount of Contract:

NTE $100,000 per year

Funding Source

Project # **Discretionary Funds**

Project String 10042090 42060 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 Agenda Package Compactor container	Cover Memo	10/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	10/25/2022 - 12:49 PM
Legal	Kern, Chris	Approved	10/25/2022 - 4:59 PM
Legal	Kern, Chris	Approved	10/25/2022 - 4:59 PM

Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile, to compactor garbage container rental and service, for three years, in an amount not to exceed $300,000.00, 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

City of Mobile

Project: Garbage Compactor Rental and Service

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and BFI Waste Services, LLC, d.b.a. Republic Services of Mobile,(hereinafter "Contractor"), a for profit company organized under the laws of the State of Delaware

WHEREAS, the City desires to rent compactor containers to collect garbage from downtown Mobile businesses in the entertainment district and have the contents of these bins transported for disposal to the Waste Management Transfer Station, 4770 Hamilton Blvd, Theodore, AL 36582 ("Services"); and

WHEREAS, the City has requested that Contractor provide these Services as well as equipment maintenance, during the term of this Agreement, and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work; Term.** The location, frequency and manner of the Services are as set out in **Exhibit A**, City of Mobile Bid 5731, Garbage Compactor Rental and Service, which is attached to this Agreement and incorporated by reference herein. The Senior Director, Public Services, or his designate, will be the City's point of contact for the Contractor's performance in accordance with the terms found in **Exhibit A**. The term of this Agreement shall begin on the Effective Date and shall continue for three years.

ARTICLE 2. **Rates**. City will pay Contractor the following rates, billed monthly for services provided the preceding month:

Monthly rental of each 34-yard compactor-container:	$711.53
Rate per haul and transport of contents to transfer station:	$269.89
Rate per hour for additional services:	$110.00

The amount to be billed shall not exceed $100,000 per year.

ARTICLE 3. **Insurance**: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**, the Bid

Specification. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 4. Breach of Contract: In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 5. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 6. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 7. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 8. **Licenses, permits, etc**.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama.

ARTICLE 9. **No Agency Relationship Created**: Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 10. **Nondiscrimination**: 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.

ARTICLE 11. **Method of Payment**: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Contractor shall submit electronic copies of invoices as directed separately by the Executive Director, Public Works. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Superintendent of Public Works. Inquiries regarding payment may be made to the Executive Director, Public Works, or to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 12. **Termination of Contract**: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to Executive Director, Public Works, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 13. **Assertion of Rights**: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 14. **Notices**. Notice for the City shall be mailed to:

Senior Director, Public Services
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693

ARTICLE 15. Compliance with Alabama Immigration Law
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.

ARTICLE 16. 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.

ARTICLE 17. Signatures:
IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, BFI Waste Services, LLC, d.b.a. Republic Services of Mobile

_____, Its General Manager (title)

On behalf of Contractor

10/24/22
_____Date

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Brandi G. Brooks, a Notary Public, in and for said County in said State, hereby certify that

Andrew Rodgers (signer name) as General Manager (title) of BFI Waste Services, LLC, d.b.a. Republic Services of Mobile , is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 24 day of October, 2022

Brandi G. Brooks, Notary Public
(Seal)

BRANDI G BROOKS
Notary Public
Alabama State at Large

My Commission Expires
June 23, 2025

CITY

_____, Mayor

_____ Date

ATTEST:

_____, City Clerk

_____ Date

EXHIBIT A Bid Specification and Contractor Bid
EXHIBIT B Certificate of Insurance

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE GARBAGE COMPACTOR RENTAL AND SERVICE FOR THE CITY OF MOBILE IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.

Lauren McKeon

Lauren McKeon, Secretary

Exhibit A

Bid Specification and Contractor Bid 5731

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: **DON ROSE**

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:
09/30/2022	5731	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 2:00 PM, THURSDAY, OCTOBER 20, 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.					

GARBAGE COMPACTOR RENTAL AND SERVICE

GENERAL DESCRIPTION

The City of Mobile is seeking bids for rental, maintenance, and servicing of two self-contained garbage compactor containers for the City's downtown business district for the collection of non-hazardous, non-infectious, solid waste.

The containers will replace containers currently located on City-provided gated and powered service locations on the corner of Washington Avenue and Conti Street, and on the east side of North Joachim Street, between Dauphin St and St. Francis Street. This bid is solicited as current container rental and service is at end of contract in January 2023. The City desires similar functionality to existing containers and service.

Interested bidders may inspect the current sites and equipment by email request to Purchasing@CityofMobile.org. All questions regarding this bid may be submitted to Purchasing@CityofMobile.org not later than five calendar days before bid due date.

No bid bond is required.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

SPECIFICATIONS

The containers are to be 34 yard in capacity with 250SC or equivalent compactor and mounted cart-tipper. Vendor will service these dumpsters, to include delivery, setup, haul and empty when full to the transfer station at 4770 Hamilton Blvd, Theodore, AL, maintenance and repair, and removal at the end of the contract term.

Additional specifications:

-Containers will be approximately 34 cubic yard roll-off capacity: 3/8 inch push-plate on container door with 3rd hinge, 1/2inch wear strip on rails, ground roller stiffeners, ½ inch charge box floor and ram face, full weld interior of container (except roof), ¼ inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector

-250SC compactor or equivalent left hand dog-house with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses

-Mounted power cart tipper and controls for easy dumping of carts with minimal spillage

-Delivery and set up not later than January 30, 2023

-Equipment must be new or newly refurbished, including fresh or new attractive exterior paint

-Keyed/card access control for user interface.

-Odor and pest control system.

-Full-container indicator or pressure gauge to indicate load fill

-Vendor responsible for all maintenance, regular washing, repairs, and adjustments, to include 7x24 hour support service for repair, with technician response to the site within 3 hours of service call. Failure to provide a reliable product, absent evidence of vandalism, gross misuse, accident or disaster, may be grounds for early termination of contract.

--Vendor to provide and maintain with City a current Vendor contact list for all service and support call

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

-Haul service within 4 hours of dumpster-full notification

-Haul service turnaround not to exceed three hours.

The City will provide a prepared site with pad, ramp access, power, lighting, water, and drainage. The City will ensure the site is accessible for Vendor and meets City zoning and health department requirements.

The compactor will be used and operated by employees of downtown businesses who will be trained in the operation of the compactor and lift units, and will have keyed access to the power units.

The City will provide training and access card/key control. Service calls to the Vendor will be made by City employees. Vendor shall maintain a current list with the City of its on-call person for support/service.

There is no guarantee on the volume of garbage that will be collected and the number of hauls that will be required. The Vendor will collect the tip ticket from the Mobile Transfer Station on Hamilton Blvd, and provide it to the Public Works Superintendent within 24 hours of tipping. The City of Mobile will pay the tipping fee to the transfer station.

BID SELECTION

The low bid will be determined as the annual sum total for the rental, service, and estimate transfer charges as detailed on the bid pricing sheet. Award will be made to the Vendor with the overall lowest bid total. State Bid Law local preference rules will apply.

The City's desire is to enter into a three--year contract, with the option upon mutual consent of the City and Vendor, for renewal for an additional three-years period at the existing service prices.

All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or

inadequate experience, or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the services required. The decision of the City will be final. To that end, bidders shall demonstrate that they have at least 5 years of experience servicing commercial compactor dumpsters

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

Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation.

Vendors shall provide with this bid the following:

Registration Number with Secretary of State Office_____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES____ NO____

Do you have a place of business in the State of Alabama?
YES____NO____

Do you have a place of business within the City of Mobile or its police jurisdiction? YES____NO____

Should the City consider your business to be:

Woman Owned	YES____NO____
Minority Owned	YES____NO____
Veteran Owned	YES____NO____
Disadvantaged Owned	YES____NO____
A Small Business	YES____NO____

Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts:

Workers compensation-	Statutory requirement
Bodily Injury Liability	$250,000/person
	$500,000/occurrence
Property damage Liability	$100,000/occurrence
Bodily Injury/Property Combined	$500,000/occurrence
Automobile Bodily Injury	$250,000/person
	$500,000/occurrence
Automobile Property Damage	$100,000/occurrence
Auto Bodily/Property Combined	$500,000/occurrence

BID PRICING SHEET

Please submit pricing for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual service volume required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:

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	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.					

Rental of compactor-containers (to include all fees)

$_____/mo per container x 2 containers x 36 mo = $_____

Hauls to Hamilton Blvd Transfer Station

$_____/haul x 200 hauls (est for 3 years) $_____

Setup charges (if any, total for both) $_____

Termination charges (if any, total for both) $_____

On-site service rates (in case of damage vandalism, etc.)

$_____/hour x 15 hours = $_____

Other annual charges (please specify) $_____

Annual total bid amount (sum of all charges) $_____

BID SUBMISSION

PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.

INCLUDE WITH BID:

--Your signed pricing (in case of math errors, unit price dictates bid)
--Affirmations and Information above
--A description of your capacity to provide service and experience
--A description of the equipment you are intending to provide

Please be sure that all documents submitted reflect the same business name.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date-stamped prior to **2:00 P.M., Thursday, October 20, 2022**.

A bid bond is not required.

Any bids delivered after **2:00 P.M., Thursday, October 20, 2022** will be returned unopened.

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

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the due date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: www.cityofmobile.org/bids . Look under **Bid # 5731**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the **City of Mobile Bid # 5731 and your company name** on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Unsigned bids will not be accepted.

The City reserves the right to award some, all, or none of the bids received on this bid.

At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 3-year period. If extended, the terms, conditions and pricing shall not change.

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 TO REQUEST FOR BIDS – SAMPLE CITY AGREEMENT

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, _____ (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

   (1) Bodily injury liability:
   $250,000 each person
   $500,000 each occurrence
   (2) Property damage liability - $100,000 each occurrence.
   Or, (in lieu of (1) and (2) above
   (3) Bodily injury and property damage combined – $500,000 per occurrence

b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.

REPUBLIC SERVICES

Sustainability in Action

October 20, 2022

Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Re: **BID NO. 5731**

We are pleased to submit a proposal for the enclosed **BID NO. 5731**. BFI Waste Services, LLC dba Republic Services of Mobile, whose address is 3720 Varner Drive, Mobile, Alabama, is in good standing with the State of Alabama (Certificate Included). We have been providing Waste Services to the City of Mobile for over twenty-years and we look forward to our continued partnership.

Republic is one of the largest environmental services providers in the United States, as measured by revenue. As of December 31, 2021, we operated facilities in 41 states through 345 collection operations, 220 transfer stations, 186 active landfills, 76 recycling processing centers, 6 treatment recovery, and disposal facilities,9 saltwater disposal wells, and 7 deep injection sites wells. We are engaged in 75 landfill gas to energy projects. We employ 35,000 full-time employees and service 2400 municipalities nationwide.

BFI Waste Services, LLC dba Republic Services of Mobile warrants that it has accepted the following responsibilities with the submittal of **BID NO. 5731**:

1. BFI Waste Services, LLC dba Republic Services of Mobile, examined the RFP package, including all enclosures and the proposed agreement, thoroughly.
2. Knows and is familiar with local conditions and geography that may affect the cost, permitting performance, or services described in the RFP, including all facilities associated with this work.
3. BFI Waste Services, LLC dba Republic Services of Mobile considered all federal, state, and local laws, statutes, ordinances, regulations, and other applicable laws that may affect costs, permitting, progress, performance, or services.
4. BFI Waste Services, LLC dba Republic Services of Mobile has not collaborated or discussed the proposal's content or service fees proposed with the other Proposers.
5. BFI Waste Services, LLC dba Republic Services of Mobile can comply with all bid specifications presented in RFP.
6. BFI Waste Services, LLC dba Republic Services of Mobile is committed to perform the services on a consistent and timely basis

REPUBLIC SERVICES

Sustainability in Action

Description of the equipment Republic Services will provide:

1. Containers will be approximately 34 cubic yard roll-off capacity: 3/8-inch push-plate on container door with 3r[d] hinge, 1/2inch wear strip on rails, ground roller stiffeners, $^1/_2$-inch charge box floor and ram face, full weld interior of container (except roof), Y4 inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector
2. 250SC compactor or equivalent left-hand doghouse with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses
3. Mounted power cart tipper and controls for easy dumping of carts with minimal spillage
4. Equipment must be new or newly refurbished, including fresh or new attractive exterior paint
5. Keyed/card access control for user interface.
6. Odor and pest control system.
7. Full-container indicator or pressure gauge to indicate load fill

BID QUALIFICATIONS:

Insurance language on Contract Document under Article 2 Insurance.

BFI Waste Services, LLC dba Republic Services of Mobile has reviewed the insurance language and request the following:

ARTICLE 2. Insurance: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** via blanket-form endorsement, as applicable, and shall attach to this Agreement, as evidence thereof and as Exhibit B, a certificate of insurance(s) issued by insurer's licensed and qualified to do business in the State of Alabama or its authorized representative:

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall be supplemented via blanket-form endorsement that the general liability and auto liability insurance coverage will not be cancelled, material changed or non-renewed unless the City has been given written notice of such cancellation, material change or non-renewal delivered to the City not less than thirty (30) days before the effective date of such cancellation, material change or non-renewal.

C. Professional Liability

Professional Liability doesn't apply to the nature of work that we will be providing the city. BFI Waste Services, LLC dba Republic Services of Mobile-is a Refuse Company's and doesn't qualify for professional liability insurance.

Attorney Fees. Article 3. BFI Waste Services, LLC dba Republic Services of Mobile requests the following language "the prevailing party would recoup their reasonable attorney fees".
Indemnification. Article 4. BFI Waste Services, LLC dba Republic Services of Mobile would like to modify this section to reflect that only "third party" claims, "to the extent" caused by the "negligent" performance would be indemnified by Contractor.

Additionally, BFI Waste Services, LLC dba Republic Services of Mobile would like to add language to indicate that the City will be responsible once the equipment is installed at their locations. BFI Waste Services, LLC dba Republic Services of Mobile would like to add:

City assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the Equipment and the supervision and operation of the Equipment, accessories and contents at all times during the term of this Agreement. City shall defend, indemnify and hold harmless Vendor and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature to property, or injury to or death of any person or persons resulting from or arising in any manner out of (a) City's or its employees', agents' and representatives' or any other persons' negligence or willful misconduct, or its or their use, operation, or possession of the Equipment, accessories or contents provided under this Agreement.

Additional Provisions.

A. Delivery; Installation; Maintenance. Republic will be responsible for delivery, installation and hookup of the Equipment, and shall maintain the Equipment in good operating condition and make repairs necessitated by normal wear and tear. Republic will not be responsible for installation of utility service necessary to operate the Equipment or any utility service charges attributable to the Equipment's operation. If electrical or any other installment requirements are not satisfied prior to delivery of the Equipment, Republic may charge Customer all costs incurred by Republic for its inability to complete the installation of the Equipment. Customer shall be responsible for (a) connecting the Equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the Equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the Equipment.

B. Customer's Obligations.

a. Customer shall comply with all applicable laws relating to this Agreement.
b. Customer acknowledges that it does not and shall not acquire any ownership, title or property rights or interest in the Equipment, except the right to use the Equipment in accordance with and subject to the terms and conditions in this Agreement.
c. Customer shall operate the Equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's instructions, and Republic's instructions, and shall not allow the Equipment to be used by any person other than Customer or Customer's employees without Republic's written consent.
d. Customer shall comply with all reporting and operating requirements related to the operation, maintenance and management of the Equipment as required by Republic or as otherwise mandated by applicable laws. Any location-related licenses and permits concerning the Equipment shall be obtained and maintained by Customer at Customer's sole cost and expense.
e. Customer shall be liable for all loss or damage to the Equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the Equipment). Customer shall take all action necessary to ensure that the Equipment is not abused, misused, or otherwise harmed by Customer or its

employees, agents and representatives or any other persons. Customer shall immediately notify Republic of any damage to the Equipment, or any injuries relating to the use or operation of the Equipment.
f. Customer shall not deposit, or allow the deposit of, into the Equipment any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material, as defined by Applicable Laws (collectively, "Excluded Waste").

C. **Disclaimer of Warranties: Damages**; Vendor makes no warranties, either expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability or its fitness for any particular purpose, and vendor hereby expressly disclaims all warranties therefor. Vendor expressly disclaims, all incidental, consequential, punitive, or exemplary damages arising in connection with this agreement or the equipment, including, without limitations, lost sales and profits and other business interruption damages. Even if vendor has been advised of the possibility of such damages and without regard to the nature of the claim or the underlying theory or cause of action (whether in contract, tort, or otherwise). And customer hereby expressly waives and releases vendor from and against any such damages.

Please coordinate all correspondence concerning the RFP to Andrew Rodgers, General Manager, who is authorized to obligate BFI Waste Services, LLC (see attached Certificate of Secretary).

In Summary, BFI Waste Services, LLC dba Republic Services of Mobile takes pride in servicing the City of Mobile for over 20-years. We look forward to the opportunity to continue serving the City of Mobile. We appreciate the opportunity to submit a proposal for BID NO, 5731, and we will patiently wait for the outcome of this process.

Sincerely,

Andrew Rodgers
General Manager
BFI Waste Services, LLC dba Republic Services of Mobile
3720 Varner Drive
Mobile, AL 36693
251-544-5337
arodgers@republicservices.com

City of Mobile
BID # 5731

Regular Washing

Republic Services proposes to perform regular washing of each compactor unit once per month. Washing will include both inside and outside of unit with emphasis on rear door and door seal.

This washout service will incur a fee of $100.00 one-time per month per compactor.

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: DON ROSE

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:
09/30/2022	5731	PARKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 2:00 PM, THURSDAY, OCTOBER 20, 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
	GARBAGE COMPACTOR RENTAL AND SERVICE					
	GENERAL DESCRIPTION					
	The City of Mobile is seeking bids for rental, maintenance, and servicing of two self-contained garbage compactor containers for the City's downtown business district for the collection of non-hazardous, non-infectious, solid waste.					
	The containers will replace containers currently located on City-provided gated and powered service locations on the corner of Washington Avenue and Conti Street, and on the east side of North Joachim Street, between Dauphin St and St. Francis Street. This bid is solicited as current container rental and service is at end of contract in January 2023. The City desires similar functionality to existing containers and service.					
	Interested bidders may inspect the current sites and equipment by email request to Purchasing@CityofMobile.org. All questions regarding this bid may be submitted to Purchasing@CityofMobile.org not later than five calendar days before bid due date.					
	No bid bond is required.					
	Page 1 of 6					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within 0 days of receipt of P.O.

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

Typed Signature Andrew Rodgers, GM

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) 208-7431 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

SPECIFICATIONS

The containers are to be 34 yard in capacity with 250SC or equivalent compactor and mounted cart-tipper. Vendor will service these dumpsters, to include delivery, setup, haul and empty when full to the transfer station at 4770 Hamilton Blvd, Theodore, AL, maintenance and repair, and removal at the end of the contract term.

Additional specifications:

-Containers will be approximately 34 cubic yard roll-off capacity: 3/8 inch push-plate on container door with 3rd hinge, 1/2inch wear strip on rails, ground roller stiffeners, ½ inch charge box floor and ram face, full weld interior of container (except roof), ¼ inch container floor, stainless steel cylinder pins, hydraulic hose protection, cable deflector

-250SC compactor or equivalent left hand dog-house with 208 V power unit and controls for ease of loading and operation by employees of local downtown businesses

-Mounted power cart tipper and controls for easy dumping of carts with minimal spillage

-Delivery and set up not later than January 30, 2023

-Equipment must be new or newly refurbished, including fresh or new attractive exterior paint

-Keyed/card access control for user interface.

-Odor and pest control system.

-Full-container indicator or pressure gauge to indicate load fill

-Vendor responsible for all maintenance, regular washing, repairs, and adjustments, to include 7x24 hour support service for repair, with technician response to the site within 3 hours of service call. Failure to provide a reliable product, absent evidence of vandalism, gross misuse, accident or disaster, may be grounds for early termination of contract.

--Vendor to provide and maintain with City a current Vendor contact list for all service and support call

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 6 -Haul service within 4 hours of dumpster-full notification -Haul service turnaround not to exceed three hours. The City will provide a prepared site with pad, ramp access, power, lighting, water, and drainage. The City will ensure the site is accessible for Vendor and meets City zoning and health department requirements. The compactor will be used and operated by employees of downtown businesses who will be trained in the operation of the compactor and lift units, and will have keyed access to the power units. The City will provide training and access card/key control. Service calls to the Vendor will be made by City employees. Vendor shall maintain a current list with the City of its on-call person for support/service. There is no guarantee on the volume of garbage that will be collected and the number of hauls that will be required. The Vendor will collect the tip ticket from the Mobile Transfer Station on Hamilton Blvd, and provide it to the Public Works Superintendent within 24 hours of tipping. The City of Mobile will pay the tipping fee to the transfer station. BID SELECTION The low bid will be determined as the annual sum total for the rental, service, and estimate transfer charges as detailed on the bid pricing sheet. Award will be made to the Vendor with the overall lowest bid total. State Bid Law local preference rules will apply. The City's desire is to enter into a three--year contract, with the option upon mutual consent of the City and Vendor, for renewal for an additional three-years period at the existing service prices. All bidders shall be required to demonstrate to the satisfaction of the City that they have adequate financial resources, experienced personnel, equipment, and expertise to perform the services required by these specifications. No contract will be awarded to any bidder who, as determined by the City, has an unsatisfactory performance record or inadequate experience, or who lacks the necessary capital, organization, personnel, and equipment to conduct and complete the services required. The decision of the City will be final. To that end, bidders shall demonstrate that they have at least 5 years of experience servicing commercial compactor dumpsters					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Vendors shall be required to comply with all laws and permit requirements related to solid waste storage and transportation.

Vendors shall provide with this bid the following:

Registration Number with Secretary of State Office 000-602778

City of Mobile Business License Number 59556

E-Verify Enrollment Number 356205

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES X NO____

Do you have a place of business in the State of Alabama? YES X NO____

Do you have a place of business within the City of Mobile or its police jurisdiction? YES X NO____

Should the City consider your business to be:

Woman Owned	YES____ NO X
Minority Owned	YES____ NO X
Veteran Owned	YES____ NO X
Disadvantaged Owned	YES____ NO X
A Small Business	YES____ NO X

Vendors will be required to demonstrate and maintain insurance coverage in the following minimum amounts:

Workers compensation-	Statutory requirement
Bodily Injury Liability	$250,000/person
	$500,000/occurrence
Property damage Liability	$100,000/occurrence
Bodily Injury/Property Combined	$500,000/occurrence
Automobile Bodily Injury	$250,000/person
	$500,000/occurrence
Automobile Property Damage	$100,000/occurrence
Auto Bodily/Property Combined	$500,000/occurrence

BID PRICING SHEET

Please submit pricing for the following items, which shall be the only costs regularly billed to the City. Note, these total amounts may not reflect actual service volume required by the City, but are estimates for determining the lowest bid. Actual charges at the below rates will be calculated and invoiced as needed:

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

Page_____ of_____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Page 5 of 6

Rental of compactor-containers (to include all fees)

$ 711.53 /mo per container x 2 containers x 36 mo = $ 51,230.16

Hauls to Hamilton Blvd Transfer Station

$ 269.89 /haul x 200 hauls (est for 3 years) $ 53,978.00

Setup charges (if any, total for both) $ 0.00

Termination charges (if any, total for both) $ 0.00

On-site service rates (in case of damage vandalism, etc.)

$ 110.00 /hour x 15 hours = $ 1,650.00

Other annual charges (please specify) $ 0.00

Annual total bid amount (sum of all charges) $ 106,858.16

BID SUBMISSION

PLEASE SIGN THIS PAGE IN THE SPACE PROVIDED AT THE BOTTOM OF THE SHEET INDICATING YOUR COMMITMENT TO THESE BID PRICES.

INCLUDE WITH BID:

--Your signed pricing (in case of math errors, unit price dictates bid)
--Affirmations and Information above
--A description of your capacity to provide service and experience
--A description of the equipment you are intending to provide

Please be sure that all documents submitted reflect the same business name.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date-stamped prior to 2:00 P.M., Thursday, October 20, 2022.

A bid bond is not required.

Any bids delivered after 2:00 P.M., Thursday, October 20, 2022 will be returned unopened.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 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

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the due date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good through the contract award period, and, if elected by both parties for renewal, throughout the renewal period not to exceed three years total from date of award.

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: www.cityofmobile.org/bids . Look under **Bid # 5731**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

This is a sealed bid; your response must be in a sealed envelope that has the City of Mobile Bid # 5731 and your company name on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

Unsigned bids will not be accepted.

The City reserves the right to award some, all, or none of the bids received on this bid.

At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 3-year period. If extended, the terms, conditions and pricing shall not change.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name BFI Waste Services, LLC dba Republic Services of Mobile

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

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

the entity records on file in this office disclose that BFI Waste Services, LLC a Delaware entity, qualified in the State of Alabama on October 25, 2000. The Alabama Entity Identification number for this entity is 000-602778. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

09/07/2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

20220907000010488

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

BFI WASTE SERVICES LLC/ALLIED WASTE
3720 VARNER DRIVE A
MOBILE AL 36693

YEAR	LICENSE NO.
2022	59556
ISSUED	EXPIRES
5/5/2022	12/31/2022

562111 GARBAGE DISPOSAL SERVICE(S)
562113 GARBAGE DISPOSAL TRUCK-$25 EA

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

BFI WASTE SERVICES LLC/ALLIED WASTE
3720 VARNER DR
MOBILE AL 36693-5645

E-Verify

Company ID Number: 40635
Client Company ID Number: 356205

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **BFI Waste Services, LLC** (Employer), and **LawLogix Group, Inc.** (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

E-Verify

Company ID Number: 40635
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer BFI Waste Services, LLC

Alexandra Ulz	Director - Employment Practices
Name (Please Type or Print)	Title
Signature	9/21/10 Date

Designated Agent LawLogix Group, Inc.

Craig Duff	
Name (Please Type or Print)	Title
Electronically Signed	09/08/2010
Signature	Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)	Title
Signature	Date

Information Required
For the E-Verify Designated Agent Program

Information relating to your Company:

CERTIFICATE OF SECRETARY

RELATING TO THE BID OR PROPOSAL TO PROVIDE GARBAGE COMPACTOR RENTAL AND SERVICE FOR THE CITY OF MOBILE IN THE STATE OF ALABAMA

The undersigned, Secretary of **BFI WASTE SERVICES, LLC**, a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **ALLIED WASTE NORTH AMERICA, LLC**, a Delaware limited liability company, the sole member of the Company (the "Member") by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ANDREW J. RODGERS** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 10th day of October, 2022.

Lauren McKeon

Lauren McKeon, Secretary

Corporate Data Sheet Report

As of October 10, 2022

BFI Waste Services, LLC

Formed in Delaware on 10/10/2000

Status:	Current		
Entity Type :	Limited Liability Company		
Federal ID #:	86-1006825	**Internal #:**	9B
Domicile:			

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Officers

	Title
Gregg K. Brummer	President
James G. Amick, Jr.	Vice President
Julia Arambula	Vice President
Kevin Michael Cross	Vice President
Matthew R. Healy	Vice President
John B. Nickerson	Vice President
Larson Richardson	Vice President
Jennifer L. Thomson	Vice President
Gary S. Walker	Vice President
Adrienne W. Wilhoit	Vice President
Lawrence D. Focazio	Vice President, Tax
Lauren McKeon	Secretary
John B. Nickerson	Assistant Secretary
Jennifer L. Thomson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

Direct Owners

	Registered in	%Ownership
Allied Waste North America, LLC	Delaware	100.0000 %

Corporate Data Sheet Report

As of October 10, 2022

BFI Waste Services, LLC

Registrations

		Charter No.	Tax ID No.	Date	End Date
Alabama	Qualification	602 - 778	N/A	10/25/2000	
Arkansas	Qualification	100191431		10/25/2000	
Delaware	Formation	3299575		10/10/2000	
District of Columbia	Qualification	L08568		05/24/2001	
Florida	Qualification	M00000002212		10/25/2000	
Georgia	Qualification	0047419		10/26/2000	
Iowa	Qualification	246162		10/24/2000	
Kentucky	Qualification	0516286		05/22/2001	
Louisiana	Qualification	35040583Q		02/15/2001	
Maryland	Qualification	Z06308894		05/22/2001	
Mississippi	Qualification	697824		02/08/2001	
Missouri	Qualification	FL0044255		11/01/2000	
North Carolina	Qualification	0568733		11/01/2000	
Oklahoma	Qualification	3700666261		05/23/2001	
Pennsylvania	Qualification	605390		05/12/2006	
South Carolina	Qualification	none	N/A	11/02/2000	
Tennessee	Qualification	0407373		05/01/2001	
Texas	Qualification	801150303	18610068258	07/23/2009	
Virginia	Qualification	T017950-9		10/25/2000	
West Virginia	Qualification	40492		05/23/2001	

Exhibit B

Contractor Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/30/2022

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:

PHONE (A/C No.Ext): | **FAX (A/C No.Ext):**

E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: ACE Fire Underwriters Insurance Co.	20702
INSURER D: Illinois Union Insurance Company	27960
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2131532** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PROJECT [ ] LOC [ ] OTHER:			HDO G47331067	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 15,000,000 $ 15,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H1073261A	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C50702145 - AOS WLR C5070192A - MA/OR SCF C50702182 - WI WCU C50702273 - OH XS TNS C68991171 - TX NS/XS	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	06/30/2023 06/30/2023 06/30/2023 06/30/2023 06/30/2023	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4986 - Named Insured Includes: BFI Waste Services, LLC - Dba: Allied Waste Services of Mobile

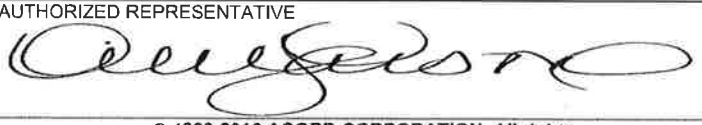
CERTIFICATE HOLDER

CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633
United States

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: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2131532**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C50702145 and stop gap coverage for OH is covered under policy no. WCU C50702273, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68991171) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Re: Project Name: Dumpster Service, Various City of Mobile Locations - Project No.: SC-010-19

Additional Insured includes: City of Mobile, when required by written contract.

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ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Republic Services, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1073261A	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			6
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1073261A	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	DA9U74c

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

2

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured			Endorsement Number
Republic Services, Inc.			143
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1073261A	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

POLICY NUMBER: HDO G47331067

Endorsement Number: 12

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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1

POLICY NUMBER: HDO G47331067

Endorsement Number: 17

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured			Endorsement Number
Republic Services, Inc.			33
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G47331067	06/30/2022 TO 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.

C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date

D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			28
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G47331067	06/30/2022 to 06/30/2023	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	Endorsement: CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX AZ 85054	Endorsement Number Policy Number Symbol: WLR Number: C50702145
Policy Period 06-30-2022 TO 06-30-2023	Effective Date of Endorsement 06-30-2022
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Representative

WC 00 03 13 (11/05) Ptd. U.S.A. Copyright 1982-83, National Council on Compensation

Bid 5731 Garbage Compactor Rental and Service
Bid Tabulation

	Waste Management	WM Extended rate	BCC Waste Solutions LLC	BCC Extended rate	Republic Services	Republic Extended Rate
Monthly Rental Rate (Extended rate is 2 containers X 36 months)	$825.00	$59,400.00	$925.00	$66,600.00	$711.53	$51,230.16
Haul Rate to Hamilton Blvd (Extended rate is 200 hauls)	$640.00	$128,000.00	$400.00	$80,000.00	$269.89	$53,978.00
Service Hourly Rate (as needed) (Extended rate is 15 hours)	$100.00	$1,500.00	$125.00	$1,875.00	$110.00	$1,650.00
Total Extended Rates		**$188,900.00**		**$148,475.00**		**$106,858.16**

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor Stimpson and Council Members Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

Purpose and Scope of Project:

To accept professional service contract with Osprey Initiative, LLC for Citywide Stormwater Litter Collection and Analysis Services

Amount of Contract:

$500,000.00

Funding Source

Project # Citywide Stormwater Litter Collection and Analysis Services	**Discretionary Funds**
Project String 10043005.42200	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Citywide Stormwater Litter Collection and Analysis Services	Resolution Letter	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	10/26/2022 - 9:33 AM
Budget	Sapp, Celia	Approved	10/27/2022 - 7:59 AM

Legal	Kern, Chris	Approved	10/27/2022 - 9:59 AM
Legal	Kern, Chris	Approved	10/27/2022 - 9:59 AM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:42 PM

PROJECT NAME: Citywide Stormwater Litter Collection and Analysis Services

FUNDING SOURCE: Professional & Technical 10043005.42200

DATE OF RECEIPT: 10/25/2022

PROJECT DESCRIPTION: Stormwater Litter Collection and Analysis Services

CONTRACT AMOUNT: $500,000.00

VENDOR NAME: Osprey Initiative, LLC

VENDOR NUMBER: 295756

DEPT #: 3005 DEPT. NAME: Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? No ; 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: Lisa Roberts Date: 10/25/2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Osprey Initiative, LLC, for approximately twelve months, renewable annually for two additional one-year periods, for stormwater litter collection and analysis services as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

Professional Services Contract
City of Mobile

Citywide Stormwater Litter Collection and Analysis Services

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____, 2022, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Osprey Initiative, LLC (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is uniquely qualified and engaged in the collection, tracking, analysis, and control of waterborne litter streams using engineered proprietary tools and processes, and

WHEREAS, City desires to engage this Contractor, due to the Contractor's high degree of professional skill and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Statement of Work**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained within this Agreement shall control.

B. The City Engineer, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed as described in **Exhibit A**. City will pay Contractor based on the rate and equipment schedule in **Exhibit B**. Contractor will submit to City monthly invoices itemizing all work done during the previous month, to include labor rates and hours itemized work. The total

amount of compensation due to Contractor for services, supplies, and additional services provided under this contract will not exceed $500,000.00 per year. Compensation for each of the two following one-year renewal periods will not be increased, unless both parties agree in writing to a specific higher amount. Contractor will ensure that services performed and billed do not exceed this amount absent specific approval by the City. Contractor will alert City when accumulated amounts due to Contractor for all services performed under this contract reach within ten percent of the not-to-exceed amount during any contract period, and will cease performance of additional service until mutual written agreement sets a higher not-to-exceed amount.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue until September 30, 2023, and thereafter be renewable for two additional one-year periods with the consent of both parties.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor 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.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion.

E. Contractor hereby agrees 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 under the terms of this Agreement.

F. 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.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

J. CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property, if said claim or loss arises out of or is related to any negligent or wrongful act or omission of CONTRACTOR. In performance of the obligations and work under the Contract or otherwise undertaken by the CONTRACTOR.

K. Insurance. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:
$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence.

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined:
$500,000 per occurrence

c. If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

d. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

e. City agrees to accept the actual, enforceable insurance coverage required by this subpart 4.Q. in full satisfaction of Contractor's duties of indemnification specified elsewhere in this Agreement.

L. The City's representative for purposes of this Agreement is the City Engineer. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City Engineer
City of Mobile
205 Government St
Mobile, Alabama 36602

And to Contractor at:
Osprey Initiative
2350 Halls Mill Road
Mobile, Alabama 26532

M. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

N. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

O. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

P. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Q. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

R. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they

will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

S. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

Osprey Initiative, LLC, Contractor

BY: Donald W. Bates Jr. Date: 10/18/22

Its Owner / President (Title)

ACKNOWLEDGEMENT

The State of Alabama }

Mobile County}

I, Stephanie Ivey McAleer, a Notary Public, in and for said County in said State, hereby certify that Donald W. Bates, Jr. whose name as Owner / President of the Osprey Initiative LLC Contractor, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 18th day of October, 2022

(Seal)

Notary Public Stephanie Ivey McAleer

Notary Public State of Alabama
My Commission Expires: 12/7/2022
Bonded Thru U.S. Specialty Insurance Company

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

Exhibit: A Statement of Work
B Rate Schedule
C Evidence of Insurance

Exhibit A

Statement of Work

A. The Contractor (Osprey Initiative, LLC) should have a thorough understanding of storm water issues specific to the City of Mobile, as well as the strengths and weaknesses of the Litter Program.

B. Maintain six (6) "Litter Gitters" within the Dog River Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

C. Maintain six (6) "Litter Gitters" within the Three Mile Creek Watershed. The "Litter Gitters" will be maintained at a minimum of twice per month. Provide data sheets of litter/debris collected in each Litter Gitter utilizing the approved Escaped Trash Assessment Protocol (ETAP) methodology. The Contractor will clean any visible litter, trash, debris within a 100-yard radius of each Litter Gitter. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

D. Maintain the Bandalong Litter Trap at Eslava Creek within the Dog River Watershed. Maintenance will be performed at a minimum of 2 times per month and upon request of the City. Osprey Initiative, LLC will also maintain the areas to the north and south of the litter trap of at least 100 yards. The Contractor will use data sheets and provide copies of these forms to the City of Mobile in conjunction with a monthly tracking spreadsheet.

E. The Contractor will understand the City's Phase I MS4 NPDES Permit requirements and the City's Storm Water Management Program Plan (SWMPP) for the Bandalong Litter Trap and litter due to the services provided by the Contractor directly supporting compliance with the Permit requirements. The Contractor will understand litter abatement strategies and trends regionally within the state of Alabama and around the country.

F. Osprey Initiative, LLC will maintain thirty (30) "Litter Interceptors" devices in the City. The "Litter Interceptors" will be maintained at a minimum of once per month and upon request of the City. New installation, if needed, of a Litter Interceptor device will be determined by City provided GIS storm water drainage info, site location reviews and approval from the City. Provide data sheets of litter/debris collected in each Litter Interceptor that identify the litter type, condition, and quantity. Additionally, the Contractor will clean any visible litter, trash, debris within a 50-yard radius of each Litter Inceptor that is within the City ROW. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

G. The City of Mobile will work with the Contractor to remove litter/debris from pre-selected ditches in the Dog River and Three Mile Creek Watersheds. This activity will be conducted on a limited basis and at the sole direction of the City of Mobile. All litter collected from each location will be weighed and tracked in a spreadsheet. Additionally, working with the City, the data collected will be QA/QC and uploaded to a Litter Collection Tracking Tool the City will use as a part of the City's Litter Program.

H. Contractor will be required to perform two collection days every week on Dog River waterway system, to maintain the City's desired cleanliness performance standard in that waterway system. Contractor will be required to perform one collection day every week on either One Mile Creek or Three Mile Creek to maintain the City's desired cleanliness

performance standard in that waterway system. A "collection day" will be defined as an 8-hour workday for one to two work crews as agreed upon between City and Contractor for each workday. With the City's advance approval, the collection day schedule may be adapted to meet the field conditions as they arise. The city recognizes that events outside the control of the contractor may occur related to weather or other issues. In the event that these issues arise, the contractor will keep the city informed and discuss reasonable remedies to assure requirements are met. At a minimum, averages for the month congruent with weekly goals will be met.

I. Contractor will select most effective collection locations and removal methods for overall cleanliness of the assigned waterway system. Contractor will notify City daily of its intended activity and staffing. City reserves the right to approve activity type, staffing, and locations. City disapproval of Contractor's daily work plan may result, at the City's sole discretion, in City's decision not to pay Contractor for those disapproved activities and termination of the contractor. City's approval of daily work plans will not be unreasonably withheld.

J. Contractor shall remove all litter in the water and on the banks of the shoreline up to the top of the shoreline banks, including legacy material. "Litter" for the purposes of this project means paper, Styrofoam, plastic, cans, and any other manmade substance or object larger than three (3) inches and not part of a permanent structure.

K. Removal of litter shall include any such described floatable on or near the surface of the water body that is visible to the naked eye, or any such described litter floating, submerged or deposited along the bank of the body of water at the water level, which is present at the time of removal, and ten (10) feet of the shoreline from the water's edge at the current water level.

L. Cleanliness performance standard. Contractor will be required to maintain on an average monthly basis complete cleanliness of visible debris on 90% of the water and shoreline surface of the contracted waterways. It is recognized that rain events may temporarily result in debris coverage exceeding this standard, and vegetative coverage may result in variation of debris visibility.

M. The Contractor may use any variety of methods of removal deemed efficient, including but not limited to removal by hand, shovels, rakes, nets, tongs, or other mechanical or non-mechanical devices. The Contractor may use mechanical, pneumatic, or hydraulic devices for litter removal however, such devices or methods shall not be used in such a way that might cause undue or irreversible damage to vegetation and wildlife or cause a major distribution to large areas of water bottom leading to the introduction of silt and sediment into the water. The use of hydraulic, pneumatic, or mechanically driven devices must have prior approval by the City of Mobile.

N. The Contractor will be required to bag collected debris in low-density plastic trash bag of at least 2.0 mill thickness with a minimum capacity of thirty (30) gallons. Contractor will provide these collection bags as inclusive in their pricing.

O. Contractor will be responsible for the movement of filled trash bags to a City designated collection location(s).

P. City may inspect the job site at any time.

Q. Contractor employees shall be courteous to the public at all times.

R. Contractor employees shall wear the proper PPE's (Personal Protection Equipment) including always wearing appropriate life vests.

S. Work may be performed only during daylight hours (dawn to dusk).

T. Contractor shall comply with all applicable OSHA and Coast Guard rules and regulations. Cell phones, earphones, ear buds, and Bluetooth devices shall not be used when operating equipment or performing cleanup.

U. Contractor shall provide safety training to employees prior to the start of litter removal.

V. Contractor shall designate a "competent person" at each project site, and this person shall have the responsibility and authority to stop all work until safety conditions are met.

W. Contractor shall notify the City of any unusually hazardous conditions or debris encountered and will take immediate action to stabilize the condition to prevent immediate harm to persons or the environment.

X. Spill control measures shall be in place in the event a hazardous or petroleum substance is released. Releases of hazardous or petroleum substances are the contractor's responsibility. The Contractor shall notify the City in the event of a spill.

Y. Failure to comply with safety and environmental requirements may result in the termination of the contract.

Z. The Contractor will use GIS software to assist the City in accurately mapping the location of litter collection. The Contractor will assist with the database management of the field data collected. This information will be regularly reviewed and sent to the City. The field data may be included in the City's GIS litter tool.

AA. The Contractor will meet with the City's Environmental Engineering Department representatives on a monthly basis to discuss progress on the various litter abatement tasks and strategies. Osprey Initiative, LLC will be included in the City's Litter Program as a technical adviser on litter strategies throughout the City of Mobile. The Contractor will meet with the City on a quarterly basis to discuss findings, results and litter abatement strategies.

BB. The Contractor will generate an annual report detailing the work conducted in litter abatement activities and strategies.

CC. The City of Mobile Project Manager will be the main point of contact for the City of Mobile for invoicing, data reporting and general communications. Invoicing will be submitted by the Contractor on a monthly basis.

Exhibit B

Rate Schedule

Labor Rates

Job Description	Hourly Rate
Sr. Project Manager	$120.00
Project Manager	$75.00
Crew Chief	$60.00
Crew Technician	$45.00
Clerical Staff	$45.00

Equipment Rates

Description	Day Rate
Motorized Vessel	$100.00
Canoe Trailer	$50.00

Description	Month Rate
Litter Gitter	$1500.00

Exhibit C

Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/18/2022

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

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

PRODUCER BXS Insurance 760 Howard Avenue 2nd Floor Biloxi MS 39530	**CONTACT NAME:** Lisa Joiner **PHONE (A/C, No, Ext):** **FAX (A/C, No):** 228-436-5038 **E-MAIL ADDRESS:** lisa.joiner@bxsi.com
INSURED OSPRINI-01 Osprey Initiative, LLC 651 Olive Avenue Fairhope AL 36532	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** NAUTILUS INS CO / 17370 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2059400583 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	ECP2038179-10	7/22/2022	7/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Additional insured/waiver of subrogation status, if indicated above, applies only where required by written contract and is subject to full policy conditions/forms.

CERTIFICATE HOLDER

City of Mobile, AL
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2.** When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Osprey Initiative, LLC
Address	Physical 2350 Halls Mill Road Mobile, AL 36606 — 651 Olive Ave Fairhope, AL 36532
Telephone	601-442-7305
E-Mail	don.bates@osprey.world

RFP/RFQ Solicitation Number	Citywide Stormwater Litter Collection and Analysis Services II
Project Description	
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 4 Minority ____ Non-minority ____ Vets ____ Total #of Employees 9 30+ partime

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Donald W. Bates, Jr.

Signature: Donald W Bates Date: 10/18/22

Title: Owner/President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Don Bates Title: Owner/President

E-mail:_ Phone: don.bates@osprey.world 601-442-7305

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # Citywide Stormwater Litter Collection + Analysis Services Your Bid/Proposal Amount $ 500,000 Date: 10 / 14 / 22

Description Stormwater Litter

Name of Bidder/Proposer: Osprey Initiative, LLC

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
Ephraim Environmental, LLC	251-375-3045	Assist w/ Litter-Removal	$75,000	15%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Osprey Initiative

Contact Person: Don Bates Phone 601-442-7305 Email don.bates@osprey.world

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

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

		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. _____

_____

Roberts, Lisa

From: Kidd, Archnique
Sent: Tuesday, October 25, 2022 9:57 AM
To: Roberts, Lisa
Cc: Ginn, Rosemary; Smith, Ryne
Subject: RE: DBE OSPEY INITIATIVE, LLC and CONTRACT FOR CITYWIDE STORMWATER LITTER COLLECTION AND ANALYSIS SERVICES

Good morning Lisa,

The contract is approved. Please be sure to include the Major Supplier and Subcontracting form with the contract when routing.

Respectfully,

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
https://workwith.cityofmobile.org/WorkWithCity/GetReady

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE, AL

From: Roberts, Lisa <lisa.roberts@cityofmobile.org>
Sent: Tuesday, October 25, 2022 8:21 AM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: Ginn, Rosemary <sawyer@cityofmobile.org>; Smith, Ryne <ryne.smith@cityofmobile.org>; Roberts, Lisa <lisa.roberts@cityofmobile.org>
Subject: FW: DBE OSPEY INITIATIVE, LLC and CONTRACT FOR CITYWIDE STORMWATER LITTER COLLECTION AND ANALYSIS SERVICES

Good morning Ms. Kidd,

I have attached a copy of the DBE forms needed for Osprey Initiative, LLC. along with a contract for Citywide Stormwater Collection and Analysis Services.
Can you please review for approval before I route them through NOVUS.
Please do not hesitate to let me know should you have any questions.
Thank you for your assistance!

Respectfully,

Lisa Roberts
Secretary I
Engineering Department
Environmental Section
lisa.roberts@cityofmobile.org
251-208-7151 direct

From: Roberts, Lisa
Sent: Wednesday, October 19, 2022 4:45 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Cc: rosemary@cityofmobile.org; Smith, Ryne <ryne.smith@cityofmobile.org>
Subject: DBE OSPEY INITIATIVE, LLC and CONTRACT FOR CITYWIDE STORMWATER LITTER COLLECTION AND ANALYSIS SERVICES
Importance: High

Good afternoon Ms. Kidd,

I have attached a copy of the DBE forms needed for Osprey Initiative, LLC. along with a contract for Citywide Stormwater Collection and Analysis Services.
Can you please review for approval before I route them through NOVUS.
Please do not hesitate to let me know should you have any questions.
Thank you for your assistance!

Respectfully,

Lisa Roberts
Secretary I
Engineering Department
Environmental Section
lisa.roberts@cityofmobile.org
251-208-7151 direct

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Lawrence Battiste, Director of Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Three year contract with Protectvideo, LLC., not to exceed $200,000 for professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:

NTE $200,000

Funding Source

Project # **Discretionary Funds**

Project String 10041545 42140 Misc. Services **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution Contract Protecvideo	Cover Memo	10/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 12:29 PM
Budget	Sapp, Celia	Approved	10/27/2022 - 11:35 AM
Legal	Kern, Chris	Approved	10/27/2022 - 1:13 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:14 PM

Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:50 PM

22- 2022

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 three year contract, by and between the City of Mobile and **PROTECVIDEO, LLC**., in an amount not to exceed $200,000 for a period ending October 31, 2023, to begin upon execution, renewable, for the provision of professional services in the deployment and management of technical services, technology services, and consulting services A Copy of said contract is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Project: Specialized Network Setup and Management

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this _____ day of _____ , by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Protecvideo, LLC, (sometimes hereinafter "Contractor") an Alabama Limited Liability Company , as follows:

WHEREAS, the City of Mobile desires to establish new and continue deployment and management of technical services, personnel, technology services, training, and consulting services as well as for existing integrated network and telemetry services program(s) throughout the City for public safety and security; and,

WHEREAS, the City of Mobile requires the services of a professional contractor with expertise in camera capabilities, technology deployment, field operations, networking, training, and software; and,

WHEREAS, the Contractor has extensive and relevant proficiency and experience in these areas, as well as operates proprietary systems paramount in existing system(s); and,

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:
City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it will provide the services as described below and in the attached Exhibit A.

Specific tasking of the Contractor, oversight of individual services provided by the Contractor, and review and approval of payment of all Contractor invoices shall be performed by the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative.

II. COMPENSATION

City hereby agrees to pay the Contractor at the rate schedule in Exhibit A for the work to be performed under this contract. Contractor shall submit monthly invoices that document the work completed during the billing period. No other tasks may be subject to invoice absent advance written proposal and price quotation by Contractor of additional work to be performed and written approval by City. The total amount to be paid by City under this Contract shall not exceed **$200,000** per the identified period of performance. However, only authorized material and services will be paid, to whatever capacity, budget, or limit set by The City of Mobile, Gulf coast Technology Center Commander.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue **through October 31, 2023**, renewable upon submission of a new contract with the consent of the City and the Contractor.

IV. GENERAL PROVISIONS

A. City shall provide written task orders to Contractor. Contractor shall submit detailed invoices to the City of Mobile, Gulf Coast Technology Center Commander, or his/her designated representative., with reports of its activities and work product documents.

B. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

C. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City.

D. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but not on the contrary, Contractor shall be wholly responsible therefore.

E. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, written materials, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

F. Contractor hereby agrees 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 under the terms of this Agreement. Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Providers and subcontractors performing work for the City.

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation .

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the City of Mobile, Gulf Coast Technology Center Commander. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of The Mayor, Chief of Staff
City of Mobile
PO Box 1827
Mobile, Alabama 36633 -1827

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:

Protecvideo, LLC
P.O. Box 7641
Spanish Fort, AL 36577

K. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

0. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

P. For the term of this Agreement, Contractor shall acquire and maintain in full force and effect a minimum $500,000 business liability insurance policy issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama. Exhibit B. Said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

Q. The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et. seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

R. 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.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
Mayor

ATTEST:

_____
City Clerk

ProtecVideo, LLC

BY: _____

Its Owner

Exhibits:

A – Rate of Services
B – Evidence of Insurance

PROTECVIDEO

VIDEO SURVEILLANCE IN THE CLOUD

License Number 12464

Services

Remote Operations Analysis ($90.00 per hour) In many cases, Advanced Camera Analytics and other general surveillance city camera systems have the capability of virtual access for trouble shooting and correcting system operations. For these services, at the request of the cities' representative, ProTecVideo personnel will access troubled systems and attempt to correct issues through computer/internet connectivity. If the issue cannot be resolved, a Field Service site visit would be necessary.

Field Service ($125 per hour) Covers work on all systems including trouble shooting, replacing, or the installation of, camera systems, alarm systems, or controlled access systems. This service will include one or more personnel as needed with all standard trade tools and one or more service vehicles. This will not include the use of specialized equipment or rented equipment required for other than normal operations or replacement parts and equipment required for the project (Time estimates for completion will be provided after the initial assessment). Rental fees and other costs will be passed off as a direct cost to the City of Mobile.

Wireless Antennas & Fiber / Field Service ($150 per hour) ProTecVideo has the capability to install and support WiFi systems for a wide level of WiFi internet needs. This service will include one or more personnel as needed with all standard trade tools and one or more service vehicles. This will not include the use of specialized equipment or rented equipment required for other than normal operations or replacement parts and equipment required for the project (Time estimates for completion will be provided after the initial assessment). Rental fees and other costs will be passed off as a direct cost to the City of Mobile.

Research & Development ($200 per hour) On some occasions, the Police Department and other city divisions will need solutions research and equipment testing. ProTecVideo has access and working relationships with 3D printing operations and fabrication facilities; software engineers for system design; and development for specific needs. Through these partnerships we can support the development of specialized equipment needs such as covert systems, mounting equipment, or software development. ProTecVideo will work with city representatives to find and / or develop the most cost-effective solution for the cities' need.

Consultation and Training ($225 per hour) ProTecVideo specializes in advanced video security systems and the equipment necessary to support them. We also provide a variety of operational and emergency operations training. This includes but is not limited to camera solutions, Advanced Camera Analytics, Supplemental IR, cloud support, networking, video analytics, fiber, wireless solutions, and covert systems as well as specialized response classes. To find the proper solution for an issue, ProTecVideo has in house experts and access to specialist in a variety of security and networking fields. We will work with your representatives to identify and design the proper short- or long-term answer to resolve technical security issues.

John Murphy ProTecVideo LLC
jmurphy@protecvideo.com
251 610-6802

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: AP Intego Insurance Group, LLC	
AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450	PHONE (A/C, No, Ext): 888-289-2939	FAX (A/C, No):
	E-MAIL ADDRESS: certs@apintego.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NCCI Assigned Risk	
INSURED Protecvideo LLC 52692 State Hwy 225 Stockton AL 36579	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5N097423	08/12/2022	08/12/2023	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1948 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Clear All

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

Submitted by:

Lawrence Battiste, Director of Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Three year contract with UAV Survey, LLC., not to exceed $200,000 for professional services in the deployment and management of technical services, technology services, and consulting services.

Amount of Contract:

NTE $200,000

Funding Source

Project # **Discretionary Funds**

Project String 10041545 42200 Professional & Technical Services **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 12:32 PM
Budget	Sapp, Celia	Approved	10/27/2022 - 11:36 AM
Legal	Kern, Chris	Approved	10/27/2022 - 1:17 PM
Legal	Kern, Chris	Approved	10/27/2022 - 1:20 PM

Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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	10/27/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/27/2022 - 3:32 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Tram the Town,LLC for a Certificate of Public Convenience and Necessity to operate tram service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-931 **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: OCT 19 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TRAM SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Tram the Town, LLC to operate a Tram 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 1, 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, Scott Tindle individually or on behalf of Tram the Town, 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:

Tram the Town, LLC

Business Address:

Telephone: 251-610-7263 Trade Name

Business Information

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

Birthdate: _____ SSN: _____

Residence Address:

_____

Address City State Zip code

Telephone Number: _____ 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 _____ 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)
Scott Tindle	owner	603 Church St.	50%
Jim Walters	owner	602 Church St	50%

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
None				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: Various

What will be your days and hours of operation? Various

How many vehicles (carriages) do you intend to operate? 2
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Universal Studios Trsm	Year: 1962	Model:
Make:	Year:	Model:
Make:	Year:	Model:

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Trcm the Town in blue and yellow

CITY CLERK DEPARTMENT

2022 OCT -6 PM 2:39

(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: Scott Tindle

Date of Birth: 09/15/1981 Secu:

Present Addre:

Home Phone Number: 251-610-7263 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: self employed

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
None			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

None

Give nature of all transactions or acts giving rise to these judgements.

None

Give name and location of court in which judgements were entered and date entered.

None

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

9/29/22
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.

Applicant's Signature

NAME OF ENTITY:

From the Town

By: Scott Tindle
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____

Notary Public

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	TINDLE, SCOTT LEDELL	**Nick Name:**	
Address:			
Phone:	251-610-7263		
Race:	W - WHITE	**DOB:**	9/15/1981
Sex:	M	**Age:**	41
Weight:	185	**Eyes:**	BROWN
Height:	6'00"	**Facial:**	
Hair:	BROWN	**Ethnic:**	
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**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: 9/26/2022

THE CITY OF MOBILE, ALABAMA POLICE DEPARTMENT Est. 1814 With Respect for Everyone

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030253-0014 DONNA B. 09/26/2022 02:57PM

MISCELLANEOUS

Description: RECORDS	
CHECK (PDF007)	
2022 Item: PDF007	
1 @ 10.00	10.00
Payment Id: 474545	
	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: SCOTT TINDLE

Thank you for your payment

CUSTOMER COPY

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	WALKER, JAMES DARRELL		
Addres		**Nick Name:**	
Phone:	[redacted]		
Race:	W - WHITE	**DOB:**	7/11/1965
Sex:	M	**Age:**	57
Weight:	285	**Eyes:**	HAZEL
Height:	6'03"	**Facial:**	
Hair:	BROWN	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State:	**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: [signature]

DATE: 9/26/2022

MOBILE POLICE DEPARTMENT RECORDS UNIT

CITY OF MOBILE
POLICE RECORDS
205 Government St
Mobile, AL 36602

030253-0013 DONNA B. 09/26/2022 02:54PM

MISCELLANEOUS
Description: RECORDS
CHECK (PDF007)
2022 Item: PDF007
1 @ 10.00 10.00
Payment Id: 474531

	10.00
Subtotal	**10.00**
Total	**10.00**
CASH	10.00
Change due	**0.00**

Paid by: JAMES WALKER



Thank you for your payment

CUSTOMER COPY

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, October 20, 2022 9:49 AM
To: Jackie Cruthirds
Subject: Tram the Town - Notice

Good morning Jackie, please publish the following in your next publication. Thank you! Lana

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A TRAM SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Tram the Town, LLC to operate a Tram 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 1, 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/1/2022

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 Angela Williams

Amount of Contract:

n/a

Effective Date of Contract:

11/8/2022

Funding Source

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

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 - Williams	Resolution Letter	10/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	10/25/2022 - 1:25 PM

10/25/2022 -

Legal	Kern, Chris	Approved	2:13 PM
Mayors Office	Montgomery, Brandi	Approved	10/27/2022 - 2:50 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 Angela Williams, 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:

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City Clerk

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