AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, October 3, 2023, 10:30 AM

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

   Bobby Brown, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   September 26, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Shefonda Woods for a waiver of the Noise Ordinance at Lake Drive Tricentennial Park, on October 28, 2023, from 1:30 p.m. - 4:30 p.m. (District 1).

   Request of Mary Wattles for a waiver of the Noise Ordinance at Colonial Fort Conde on October 14, 2023, from 6:00 p.m. - 11:00 p.m. (District 2).

   Request of Shelisskia Melton for a waiver of the Noise Ordinance at Mardi Gras Park on October 21, 2023, from 8:00 a.m. - 2:00 p.m. (District 2).

   Request of The Mobile Symphonics Pops for a waiver of the Noise Ordinance at Medal of Honor Park on October 8, 2023, from 4:00 p.m. - 6:00 p.m. (District 6).

   Request of DeMario Morrisette for a waiver of the Noise Ordinance at Medal of Honor Park on October 28, 2023, from 5:30 p.m. - 7:00 p.m. (District 6).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Robert Kennedy, Jr. - Follow up to last weeks request of $1,350,000.00 to Pointe Academy, LLC

Christine Dallas - Request the release of the bodycam footage concerning the death of Jawan Dallas.

Carrie Williams - Comments on the death of Jawan Dallas.

Alex Lofton - Request the release of the body cam footage concerning the death of Jawan Dallas.

Tonny Algood - Request transparency in the investigation of the death of Jawan Dallas while in police custody.

Marvin Lue, Jr. - The necessity for transparency between government and the people it serves.

11. ORDINANCES HELD OVER

25-039 Ordinance amending Chapter 25, Garbage, Trash and Litter of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

64-046 Rezone property located at 2258 Airport Boulevard and 267 Seminole Street from R-1 and B-2 to B-2 (sponsored by Councilmember Penn).

12. RESOLUTIONS HELD OVER

01-1081 Authorize agreement with South Alabama Regional Planning Commission to provide services for Parks & Rec. Department; NTE $50,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-1082 Approve purchase order to Inveris Training Solutions, Inc. for quick-turn targets, plates, and controller for MPD shooting range; $174,907.17 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1083 Approve purchase order to Tractor & Equipment Company for 1 compact excavators for Public Services Dept.; $216,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1084 Approve purchase order to Gulf Coast Fitness Service, LLC for exercise machines for the Connie Hudson Senior Center; $38,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1085 Appropriate funds in the Municipal Government Capital Improvement Fund to various capital projects; $1,742,530.00 (sponsored by Mayor Stimpson)

(submitted by Relya Mallory McMillan, Capital Projects).

21-1086 Authorize contract with SPIRE, LLC for marketing services; $70,000.00 (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-1087 Authorize contract with Integrity Maintenance, LLC for elevator renovations at the Arthur R. Outlaw Convention Center; $281,180.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1088 Authorize contract with Clark Geer Latham & Associates for Traffic Engineering equipment building; $23,500.00 (sponsored by Councilmember C.J. Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1089 Authorize contract with John G. Walton Construction Co., Inc. for U.S. Hwy. 45 streetscape improvement; $3,148,747.77 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

21- 1090 Authorize contract with Mike Hoffman's Equipment Service, Inc., for removal of fuel system and underground storage tanks at Motor Pool; $102,091.50 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

60-1093 Authorize Settlement Agreement and Release of Claims; Harmon (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1094 Authorize Settlement Agreement and Release of Claims; McCarroll (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS BEING INTRODUCED

37-1097 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Bottles Up Mobile, Inc. for Jaycee Jean Fundraiser; 1035 Cody Rd., N. (sponsored by Councilmember Gregory).

58-1098 Authorize removal of weeds, Group 1647.

37-1107 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for the Gulf Coast Classic; Ladd Stadium (sponsored by Councilmember Carroll).

14. RESOLUTIONS BEING INTRODUCED

01-1099 Authorize agreement with Michael McDonald to provide racquet stringer services for Parks and Rec. Dept.; NTE $70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-1100 Approve purchase order to FIS Outdoor for fertilizer for parks maintenance; $20,034.97 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1101 Allocate funds from the Unassigned Fund Balance in the General Fund to General Ledger Account Performance Contracts; $50,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory McMillian, Capital Projects).

14-1102 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

21-1103 Authorize contract with Canon Solutions America, Inc. for print services and supplies for MFRD; $30,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1104 Authorize contract amendment with Chris Francis Tree Care, LLC for city-wide tree maintenance and removal services; NTE $1,500,000.00 (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-1105 Consent to the designation of a portion of Church Street, from the intersection of McDonald Avenue to 160 feet east of the intersection of McDonald Avenue, as a one-way street (sponsored by Councilmember Carroll) (submitted by Jennifer White, Traffic Engineering Dept.).

15. CALL FOR PUBLIC HEARINGS

41-1106 Call for public hearing to modify a previously approved Planned Unit Development to be consistent with the proposed subdivision; 6301 Grelot Road (scheduled for November 7, 2023) (District 6).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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	9/29/2023 - 9:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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	9/28/2023 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

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
Woods	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 9:07 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: Shefonda Woods
PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 442-9039 Cell Number: _____

Organization (if applicable) Smith, Ivans Family fall festival

Mailing Address of Applicant 2501 Valley Forge Dr Mobile AL 36606

Telephone No. _____ E-mail address Shefondawoods@yahoo.com

Location or address of event where amplification will be used:
Lake Drive Tricentennial Park

Date of Event: Oct 28, 23 Starting Time: 1:30 Ending Time 4:30
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Family Event

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

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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
Wattles	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 9:10 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: Mary Jane Wattles
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 6362848945

Organization (if applicable) _____

Mailing Address of Applicant 2209 Fairwood Ct. Mobile, AL 36609

Telephone No. _____ E-mail address maryjane.e.wattles@gmai

Location or address of event where amplification will be used:
Colonial Fort Conde

Date of Event: 10/14/2023 Starting Time: 6:00 pm Ending Time 11:00 pm

(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 _____ 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

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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
Melton	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 1:28 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: Shelissuia V. Melton
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number (251) 533-1717

Organization (if applicable) The Melton Health And Faith Corp

Mailing Address of Applicant 2936 W. Turner Rd. Whistler, AL 36612

Telephone No (251) 533-1717 E-mail address Smelton652@comcast.net

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: 10/21/23 Starting Time: 8 Am Ending Time 2 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Promoting Healthy Lifestyle Awareness

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:10/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pops	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 9:18 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: THE MOBILE SYMPHONIC POPS
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-229-3819

Organization (if applicable) _____

Mailing Address of Applicant PO BOX 1867 MOBILE AL 36633

Telephone No. 251-229-3819 E-mail address THEMOBILEPOPS@GMAIL.COM

Location or address of event where amplification will be used:
MEDAL OF HONOR PARK

Date of Event: 10/08/2023 Starting Time: 4:00PM Ending Time 6:00PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: CONCERT

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:10/3/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Woods

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Morrisette	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 9:11 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: DeMario Morrisette
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-581-2745 Cell Number: _____

Organization (if applicable) Eleventh Street Church

Mailing Address of Applicant 7670 Mallard dr Mobile, AL 36695

Telephone No. _____ E-mail address demario.morrisette@gmail.

Location or address of event where amplification will be used:

Medal of Honer [redacted]

Date of Event: 10/28/23 Starting Time: 5:30 Ending Time 7:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Church outing Funday

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

Yes we can use that or is there one closer to the splash pad and playground area?
Sent from my iPhone

26

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Kennedy	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 2:00 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 City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. 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: Gilbert Kennedy, Jr. Date: 28 September 2023

Address: 1102 Government Street

Phone (251) 654-4384 Email: GKennedy@bgcsouthal.org

Date to Address City Council: Tuesday, 03 October 2023

Subject and/or specific questions (must complete):

POINTE ACADEMY, LLC transition to Virtual Learning (Note: This had to do with the issue of licensing & educational endorsements)

How does this pertain to city business (must complete):

This is a follow-on to last Week's request. I have answers to the questions asked by members of the City Council

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Funding Source

Project #	**Discretionary Funds**
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Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Christine Dallas	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 9:03 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 9/27/2023 10:10 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Dallas

Date To Address Council: 2023-10-03

Address: 10523 Beverly Rd Irvington Al 36544

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: Tasing death of Jawan Lee Mcgee-Dallas

Pertain To City Business: He was killed by Mobile Police department

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-09-27 10:10:22

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Carrie Williams	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 9:04 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/28/2023 8:50 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Carrie Williams

Date To Address Council: 2023-10-03

Address: 2854 Thornhill Dr

Email: cdewill03@gmail.com

Phone: (916) 397-2618

Subject And Specific Questions: Jaywan Dallas- Questions regarding the process.

Pertain To City Business: Mobile City Police Officers involvement in tasing and possible death

Signature: Carrie Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-09-28 08:50:29

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lofton	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 10:56 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/28/2023 10:49 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Alex j Lofton

Date To Address Council: 2023-10-03

Address: 1811 Blackman st

Email: huggybeardapoet@yahoo.com

Phone: 2513822258

Subject And Specific Questions: Jawan Dallas Homicide

Pertain To City Business: Police Brutality

Signature: Alex j lofton

Signature Verify: X

Agree: X

Date Submitted: 2023-09-28 10:49:26

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Funding Source

Project #	**Discretionary Funds**
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Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 1:20 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/28/2023 12:01 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Tonny Algood

Date To Address Council: 2023-10-03

Address: 214-A De Sales Avenue

Email: tonnyalgood@gmail.com

Phone: 251-680-4266

Subject And Specific Questions: Lack of transparency in the Mobile Police Department's investigation of the Jawan Dallas's death while in police custody is causing the jury pool to be tainted.

Pertain To City Business: The City Police Department is over seen by the City of Mobile.

Signature: Tonny Algood

Signature Verify: X

Agree: X

Date Submitted: 2023-09-28 12:00:56

This submission was recieved from your website https://www.cityofmobile.org/

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Lue	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/28/2023 - 1:56 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/28/2023 1:45 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Marvin Charles Lue Jr

Date To Address Council: 2023-10-03

Address: 2197 Spring Grove W

Email: marvinlue@yahoo.com

Phone: 7863751011

Subject And Specific Questions: The Necessity for Transparency between Government and the People it serves – In general

Pertain To City Business: Current climate of mistrust of citizens

Signature: Marvin Charles Lue, Jr.

Signature Verify: X

Agree: X

Date Submitted: 2023-09-28 13:45:15

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:
Ricardo Woods

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
To amend Chapter 25, Garbage, Trash and Litter in a restatement in its entirety.

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

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/17/2023 - 2:14 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:09 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:14 PM

AN ORDINANCE TO AMEND CHAPTER 25, GARBAGE, TRASH AND LITTER OF THE MOBILE CITY CODE

Sponsored by: William S. Stimpson

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

ARTICLE ONE: Amendment and Restatement of Chapter 25 GARBAGE, TRASH, AND LITTER

Chapter 25, Garbage, Trash and Litter of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

(a) Except where otherwise provided, the provisions of this article apply throughout the City limits.
(b) If any portion of this article is held invalid or unconstitutional by a court of competent jurisdiction, then such judgment shall in no way affect or impair the validity of the remaining portions of this article.

Sec. 25-2 – Definitions

As used in this article, the following terms are defined as follows:
(1) *Apartment* is a suite of rooms which composes a residence in a multi-dwelling unit, which the occupant(s) rents.
(2) *Balloon* is a flexible nonporous bag made from materials such as rubber, latex, polychloroprene, or nylon fabric that can be inflated or filled with fluid, such as helium, hydrogen, nitrous oxide, oxygen, air, or water and then sealed at the neck, usually used as a toy or decoration.
(3) Bulk container is any dumpster, roll-off container, or stationary storage facility placed for the temporary containerization of solid waste at a place of business, multi-dwelling unit complex, industrial or construction site, and is tightly covered or constructed to eliminate wind-driven debris and unsightly litter on or about the premises.
(4) *Business* means a sole proprietorship, partnership, joint venture, corporation, or other business entity, either for-profit or not-for-profit, including retail establishments where goods or services are sold, professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered, and private clubs.
(5) *Condominium* is a suite of rooms which compose a residence in a multi-dwelling unit, which the occupant(s) owns or rents from the owner.
(6) *Downtown Business District* means the area bounded by the Mobile River on the east, Canal Street on the south, Broad Street on the west, and Beauregard Street on the north.
(7) *Enforcement Officer* means a City of Mobile employee designated by the Mayor as the person to exercise the authority, enforce the provisions and perform the duties delegated by this Chapter in accord with the prescribed procedures of this jurisdiction.
(8) *Cigarette litter receptacle* is a container for the disposal of litter from smoking including cigarettes, cigars and their butts.
(9) *City* means the City of Mobile, in the County of Mobile, d in the State of Alabama.
(10) *City limits* are the corporate boundaries of the City.

(11) *Commercial premises* is any lot or any building, or part thereof, used in connection with or for the conduct of any business, trade, occupation, or any profession for which a license is required by the City, and includes all unimproved real property not zoned for single-family residential use.
(12) *Commercial waste* means refuse from commercial premises including garbage, trash, kitchen waste, restaurant waste, food containers, paper, floor litter, sidewalk sweepings, leaves, grass, weeds, hedge trimmings, and small tree trimmings not exceeding five feet in length and four inches in diameter, and includes waste generated from a business operating on residential premises and waste generated from multi dwelling units.
(13) *Corrective notice* is a written notice or warning issued by an enforcement officer to inform the recipient of a violation of this article and specifying a period of time in which to correct the violation. A corrective notice does not impose a fine.
(14) *Construction Debris* means rubbish resulting from construction, demolition, or alteration of any building or structure, including scrap, lumber, plaster, roofing, concrete, brick and sanding dust, mortar and glass, resulting from the construction, repair, remodeling, removal, or demolition of any structure.
(15) *Domestic waste* Any waste capable of entering into or passing through a plumbing system. Such waste includes but is not limited to human excrement, bath water, kitchen and bathroom waste and waste from septic tanks, sumps, outhouses, or any other waste collection point. The term "domestic waste" does not include waste from any commercial or industrial process that is authorized by Mobile Area Water and Sewer System to be discharged into a sewage collection system.
(16) *Food service facility* Any establishment, retail food store, public or private school, correctional facility, hospital, food processing or preparing establishment, or other establishment where food is prepared for sale or offered for sale, including any establishment that slaughters, fabricates, bones, or processes animals, poultry, or fish whether or not required by law to be licensed or permitted by an agency of the state.
(17) *Garbage* means putrescible material and other daily non-putrescible disposable items when part of household garbage.
(18) *Garbage cart* is a 64- or 96-gallon container provided by the City for use with its automated garbage collection system.
(19) *Grease hauler* Any person who removes fat, oil, or grease waste of any form from a premises by means of transporting the waste over a public road. This includes waste from grease traps, grease interceptors, grease collection bins, or any other fats, oils, or grease collection point.
(20) *Hazardous materials/waste* means a substance in quantity and form which may pose an unreasonable risk to human health and safety or to the environment, including private property. Additionally, the definition of Hazardous waste includes any material regulated under Resource Conservation and Recovery Act Subtitle C (42 U.S.C. §§ 6921 – 6939g) including waste generated in the course of operating a business at a residence. Hazardous Materials includes pesticides, herbicides, fertilizer, antifreeze, batteries, acids, cleaners, paint, medications, fluorescent light bulbs, railroad ties, and petroleum products.
(21) *Household* means a single-family residence, an individual mobile home, and/or a multi-family residence.
(22) *Household garbage* means putrescible solid waste as well as ordinary waste generated by a household. t. This term does not include sewage, bodily waste, or ashes. Applies to areas zoned as single-family, duplex, tri-plex, or quad-plex. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
(23) *Household trash* means non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, furniture, paper and cardboard, plastics, wood, wrappings, cans, and similar materials, but not ashes. This term does not include Multi-dwelling unit waste and waste generated in the course of operating a business at a residence.
(24) *Junk* refers to any vehicle parts, rubber tires, appliances, dilapidated furniture, machinery, equipment, building material, or other items which are either in a wholly or partially rusted, wrecked, junked, dismantled or inoperative condition. This term includes a vehicle with one or more of the following characteristics: it is non-operating, abandoned, wrecked, or partially dismantled; or it has flat tires, or a missing engine, door(s), hood, windows, or other missing body parts.
(25) *Knowingly* means a person is aware of taking the action, behavior, or conduct which amounts to committing a violation. It is not a requirement that the person has knowledge that the behavior is an offense.
(26) *Litter* means any garbage, refuse, or noncontainerized man-made solid waste, such as paper, plastic, diapers, cigarette butts, bottles, cans, glass, crockery, scrap metal, construction materials, rubbish, disposable packages, or containers.
(27) *Litter receptacle* is a container constructed and placed for use as a depository for litter.

(28) *Manufactured home* means a building, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers and similar transportable structures placed on a site and intended to be improved property.
(29) *Manufactured home park* means a manufactured home park or subdivision for which the facilities for servicing the lots on which the manufactured homes are affixed are constructed by the owner of the park of subdivision before placement of a manufactured home on an individual lot. The facilities servicing the lot include, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pad(s).
(30) *Multi-dwelling unit* is a building in which five or more multiple separate housing units for residential occupants are contained in one building or several buildings within one complex and under the same ownership or with multiple owners. Condominiums or apartments may compose the buildings in a multi-dwelling unit.
(31) *Multi-family residence* means two, three, or four family separate residential units in a single residential structure, such as a duplex, triplex, or fourplex.
(32) *Municipal offense ticket* (MOT) is a citation specifying a violation of a City ordinance issued by an enforcement officer of the City and directs the violator either to pay a fine and court costs or to appear in municipal court to answer the charge(s).
(33) *Occupant* is any owner, tenant, or person residing, in possession or in charge of any house, building, store, shop, lot, or premises.
(34) *Owner* is any person, agent, firm, corporation or other entity having legal title to real property, including any mortgagee bank, company, institution, individual, or other entity of record which has foreclosed on the property, or the estate of a deceased owner or the last recorded owner in the property tax records of the county revenue commissioner.
(35) *Person* means an individual, partnership, association, syndicate, company, firm, trust, corporation, government, corporation, department, bureau, agency, business, or any entity recognized by law, and any agents of those entities.
(36) *Places of assembly* are buildings, structures, or portions of a building or structure used for the gathering of persons for purposes such as civic, social, or religious functions, recreation, food or drink consumption, or for awaiting transportation.
(37) *Premises* means any building or real property.
(38) *Private property* is property owned by any person as defined herein.
(39) *Public nuisance* includes any growth of weeds, scrub (wild) bushes, and grass exceeding community standards, normally ten inches in height, and/or nonorganic debris that presents a fire hazard, a health hazard, a flooding hazard, a safety hazard, or otherwise endangers human health and safety or the environment.
(40) *Putrescible* means an item that will rot or decay, such as food waste, and therefore is likely to attract vermin and other vectors.
(41) *Qualified Business Enterprise* is a restaurant, bar, or other substantially similar establishment approved by the Public Services Department operating within the defined Downtown Business District.
(42) *Refuse* is a term applied generally to trash, garbage, debris, litter, and any discarded materials.
(43) *Residential premises* are premises used as single- or multi-family dwellings, townhouses, apartments, and condominiums, both privately and publicly owned.
(44) *Septage hauler* Any person who removes domestic waste from a premises and transports the waste over a public road.
(45) *Single-family residence* is a one-family dwelling; a residential structure, which does not share any common walls with another residence; the dwelling may be owner-occupied or tenant-occupied.
(46) *Sky lantern* is a device that requires a flame which produces heated air trapped in a balloon-type covering allowing the device to float in the air. Sky lanterns shall not include hot-air balloons used for transporting persons.
(47) *Trash* is non-putrescible solid waste consisting of yard clippings, leaves, wood, tree limbs and trunks, bedding, appliances, paper and cardboard, plastics, wood, wrappings, cans, and similar materials.
(48) *UNTCC* is a uniform non-traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration. When issued electronically, it is known as an eUNTCC.
(49) *UTCC* is a uniform traffic citation and complaint as set out in Rule 20 of the Alabama Rules of Judicial Administration.

(50) *Vehicle* is any device capable of moving and transporting persons or property upon a public highway, street, or waterway. This shall include any watercraft, boat, ship, vessel, barge, or other floating craft. For the purposes of this ordinance, *Vehicle* does not include devices moved by human power and those vehicles used exclusively for agricultural purposes, not licensed pursuant to state law, and that are not operated on any public highway for purposes other than crossing such public highways or along such highways between two tracts of the owner's land.

Sec. 25-3 – Department of Public Services, Sanitation Division

(a) The Department of Sanitation shall from time to time implement rules and guidelines consistent with the provisions of Chapter 25 in order to implement and effectuate the application of said provisions.

(b) The pickup schedule for household garbage and household trash will be fixed under guidelines and procedures implemented by the Department of Sanitation.

Sec. 25-4 – General Requirements

It shall be unlawful for any person to intentionally damage, remove, handle or to otherwise disturb the garbage containers or the contents thereof which have been placed on city right of way for servicing by the garbage collectors; provided, that this section does not apply to the owner, occupant, lessee, or tenant of the residence or dwelling so placing the container and contents.

Sec. 25-5 – Household garbage.

(a) *Frequency.* Pickup of household garbage is once per week based on the household address. Frequency may be governed by to guidelines implemented by the Department of Sanitation and is subject to change. Holiday schedules may vary.

(b) *Garbage cart issuance.* The City of Mobile will assign an initial 96-gallon or 64-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a City assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the City for a fee (for a total limit of 2 per household). Title of the garbage cart shall at all times remain with the City. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(c) *Garbage carts*.

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.
(2) Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism.
(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.
(4) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.
(5) Removal of garbage cart from the assigned address shall be prohibited.
(6) Failure to comply with any provision of 25-5(c) shall be a violation punishable under Article Three hereof.

(d) *Quantity.* Each household shall be limited up to two (2) city issued garbage carts. Unauthorized garbage carts will not be picked up.

(e) *Location.* All containers shall be placed curbside and not placed in the street. Carts placed in medians or on vacant lots will not be collected. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(f) *Time.* Household garbage containers shall be placed by the curb by 6:00 a.m. on the regular collection day, and empty containers should be returned to the household as soon as possible, but not later than 11:59 p.m. on collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the City of Mobile website at www.cityofmobile.org. It shall be a violation of this Chapter punishable under Article Three hereof.to allow a container to remain by the curb beyond the time stated above.

(g) *Hazardous materials/waste and Household Trash.* It shall be a violation punishable under Article Three hereof.to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

Sec. 25-6 – Household trash.

(a) *Frequency.* Pick-up is every other week, subject to change pursuant to guideline implemented by the Department of Sanitation. Holiday schedules may vary.

(b) *Quantity.*

(1) Maximum quantity for no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)
(2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household will have the choice of taking it to an approved landfill or contacting the city to collect it for a fee. Trash piles that are requested for oversized loads will be evaluated by a Sanitation department official who will determine the collection fee based on the size of the pile. The Department of Sanitation may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.
(3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.

(c) *Time.* Household trash may not be placed for collection prior to forty-eight (48) hours before the designated pickup day.

(d) *Location.* Household trash shall be placed on the property where it originated as close to the street as possible without posing an obstruction to pedestrians or other risk to health and human safety. Trash piles that are not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service and it will be the responsibility of the property owner to remove. It shall be a violation of this Article to place household trash in any of the following locations or ways:

(1) On medians, on vacant or abandoned residential or commercial property.
(2) Obstructing sidewalks.
(3) Obstructing gutters, ditches, or any portions of the city's drain system.
(4) Obstructing the street, creating a traffic hazard.
(5) In a location that could cause a fire hazard, with trash not eligible for city pickup.
(6) Around fire hydrants, signposts, guy wires, power poles, over water meters, over masonry work, against fences, *or at the base of trees located within the City of Mobile rights-of-way*.
(7) Under low hanging power lines, TV cables or low tree limbs.

(e) *Leaves, straw, and grass clippings* may be placed by the curb for pickup at the scheduled time if bagged or boxed and limited to the quantities defined above.

(f) The following materials are not collectible as part of household trash, and it shall be a violation of this Article to place these materials on the curb:

(1) Limbs greater than twelve (12) inches in diameter;
(2) Limbs greater than six (6) feet in length;
(3) Construction debris (including home improvement projects);
(4) Debris from a lot clearing project;
(5) Materials from commercial projects;
(6) Materials from evictions; or
(7) Any materials accumulated from commercial businesses.

(g) Failure to comply with any requirement of this Section 25-6 shall be a violation.

Sec. 25-7 – Hazardous materials/waste.

(a) It shall be a violation punishable under Article Three hereof.to place or include Hazardous materials/waste with household trash or household garbage. Said matter must be disposed of by the household at a facility legally permitted for the disposal of these items. b) Broken glass, sharp metal objects, or hypodermic needles and other household medical waste must be disposed of in puncture-proof sealed containers or biohazard waste bags.

Sec. 25-8 – Downtown Business District

(a) Except as provided below, the City of Mobile does not provide trash or garbage services to businesses or commercial enterprises.

(b). Commercial waste will be collected once each day from all qualified business enterprises located within the Downtown Business District.

(c) *Garbage Carts.*

(1) Issuance. Garbage carts must be obtained from City for a fee. Title of the garbage cart shall at all times remain with the City. The City will only service City garbage carts. Payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(2) Maintenance. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these containers, will not be collected. Deteriorated carts will be replaced by the City, for a fee paid by the business owner. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(3) No intentional marking, drawing, or writing with paint, ink, or another substance on, or the intentional etching into the garbage cart is allowed.

(4) It shall be a violation punishable under Article Three hereof.to intentionally damage or remove a garbage cart from the assigned address.

(d) *Quantity.* All garbage consisting of kitchen waste, restaurant waste, food refuse or other matter offensive in sight or smell shall be bagged and placed in ninety-six (96) gallon garbage carts. The combined weight of garbage and cart shall not exceed one hundred (100) pounds each; garbage carts weighing in excess of one hundred (100) pounds will not be picked up.

(e) *Location.* Containers of commercial waste may be placed for collection on or near the curb line of the originating place of business, including streets at the front or rear, or the alley of that business's property, providing the alley is accessible to the collectors' trucks at the time of collection of garbage. Placement areas shall be kept cleaned, maintained, and sanitized.

(f) *Time.* Garbage Carts in the Business District shall not be placed on the sidewalk or curb for collection between the hours of 10:00 a.m. and 5:00 p.m. After the garbage has been collected, the owners of the containers shall remove them from the streets of the City not later than two hours after the garbage has been collected. Waste containers may be placed in alleys at any time.

(g) Failure to comply with any provision of 25-8 shall be a violation of this section. punishable under Article Three hereof.

Sec. 25-9 – Commercial, Outside of Downtown Business District

(a) The provisions of this section shall apply to all Commercial Enterprises, Multi-dwelling units, manufactured home parks, and places of assembly that are located within the City limits and are outside of the Downtown Business District.

(b) Commercial pickup outside the business district will be arranged by the owner or occupant of the commercial enterprise.

(c) Commercial premises shall install dumpsters, bulk containers, or other containers to be emptied on a timely basis at the owner or occupant's expense.

(d) All dumpsters shall be affixed with an identification decal, which is legible and waterproof, that includes the following information:

(1) The name of the entity or business using the dumpster;
(2) If the business is also the owner of the property, the name, address, and telephone number of the person who is authorized to accept legal service for the owner; and
(3) If the business is a tenant on the property, the name address and telephone number of the person who is authorized to accept legal service for the tenant.

(e) In the event that an owner or occupant of commercial premises elects to enclose a dumpster or secure the dumpster with an automatic lock release in accordance with subsection (e) or is required to do so as provided in subsection (e), then said owner or operator must ensure the conditions noted below are met. Dumpster enclosures are not optional for an owner or occupant that has committed a second violation of Sec. 25-10 of this ordinance, in which case the City requires the owner or occupant to enclose the dumpster and secure it by installing an automatic lock.

(1) Dumpster enclosures must meet the following criteria:

(a) Constructed of wood or brick and at least the height of the dumpster, which is being enclosed, but not to exceed eight (8) feet in height.
(b) The dumpster enclosure may be equipped with a door or gate constructed of wood or other opaque material that opens outward and which remains closed unless the dumpster is being filled or emptied.
(c) The dumpster enclosure must be of sufficient size to allow for placement and removal of the dumpster without causing damage to the enclosure.
(d) The dumpster enclosure must be kept in good repair and condition.
(e) Failure to comply with any provision above shall be a violation of this Article. Any owner or occupant of commercial premises that has a dumpster located thereon who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section within the sixty-day period following the guilty plea or adjudication. Upon a second violation of this section, the occupant shall be required to enclose the dumpster or secure the dumpster with an automatic lock release in accordance with the requirements of this section in addition to all other fines, penalties, and costs that may be imposed. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.

(f) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

Sec. 25-10 – Commercial Waste/Collection

(a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under "public nuisance" in Section 25-2-34. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.

(b) All persons performing construction and demolition work, and owners or occupants of commercial premises shall provide on-site receptacles for loose debris paper, building material waste, scrap building materials, and other litter products to prevent the scattering of such materials by wind or rain.

(c) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.

(d) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriate containers; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs.

(e) Where commercial enterprises share parking lots, the occupant and/or owner must decide who will be responsible for the container. That enterprise must put their name and contact information on the container and take ownership over its maintenance.

(f) Containers required by this section shall be of sufficient size and material to hold the litter and other waste from visitors to the commercial enterprise.

(g) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.

(h) Any owner or occupant of commercial premises that has a trash or litter located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party's (Dumpster info – 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 12 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 12 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

(i) Failure to comply with any requirement of this Section 25-10 shall be a violation punishable under Article Three hereof.

Sec. 25-11 – Vehicles hauling garbage, trash, and refuse.

(a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:
   (1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;
   (2) The sides and tailgate should be at least four (4) feet in height.
   (3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12" down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at an average speed less than 15 mph.
   (4) Tanks, containers and other receptacles should be watertight and operators should use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.

(b) If trash, garbage or refuse leaves a vehicle, the operator shall collect it at that time.

(c) Each truck or other vehicle used in the business of collecting and hauling of trash, garbage and refuse for hire shall have the cubic yardage of the body of the truck or vehicle painted in five-inch letters on the left side of the body near the cab. Each truck or vehicle shall have signs painted on both doors of the truck or vehicle indicating the correct name of the hauler and their telephone number.

(d) No such truck shall be used in the business of collecting and hauling trash, garbage and refuse unless there has been a City license procured by the operator thereof, and no license shall be issued by the city revenue officer for any such truck until such truck has been examined by the city police department and approved as complying with the provisions of this section. The license number for any such truck shall be prominently displayed and affixed outside of such truck to the left front door of the cab. Every such license shall be subject to revocation for a violation of any of the provisions of this chapter or any other ordinance of the city pursuant to the provisions for revocation of city licenses set forth in the license code of the city.

(e) No truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall operate or carry on its work between the hours of 8:00 a.m. and 6:00 p.m. of each day in the area bounded on the west by Broad Street, on the east by Mobile River, on the north by State Street and on the south by Monroe Street; provided, that where such trucks or other vehicles do not pick up garbage or trash on or along the streets of the city, but pick up trash and garbage only in private alleys off the streets, they may operate on the streets of the city at all hours of the day and night but shall comply in such operations with all other provisions of this section.

(f) Failure to comply with any provision of this section shall be a violation punishable under Article Three hereof.

(g) The provision of Sections 25-11 shall not apply to a responsible government agency which deposits sand or other substance to increase traction, or water or other substance to clean or maintain a street or roadway.

ARTICLE II. LITTER[1]

Sec. 25-20 – Cleaning litter, trash, or junk from private property.

(a) The owner of any vacant or unoccupied private property shall at all times keep it clear of litter, garbage, junk, or trash. The owner must also properly dispose of litter, garbage, junk, or trash located on that property. It shall not be a defense that the litter was placed or caused by a third party.(b) Licensed junk dealers or commercial premises used for the repair, rebuilding, reconditioning, or salvaging of goods whose work area is screened from public view by a fence, hedge, wall or similar device of sufficient height to provide a visual buffer, and who complies with the city's junk and zoning ordinances shall not be subject to the provisions of this section.

(b) The failure, neglect or refusal of any owner notified by an enforcement officer to properly dispose of litter, trash, garbage, or junk within ten (10) days after receipt of the notice shall constitute a violation of this article.

Sec. 25-21 – Litter receptacles.

(a) Except for premises within the business district, every owner or occupant of commercial premises shall, at their own expense, provide, place, and regularly maintain litter receptacles, including cigarette litter receptacles, at entrances, employee smoking areas and common pedestrian transition points. The number of litter receptacles shall be adequate to contain litter generated at these premises. In determining the adequate number of receptacles, it is suggested, but not mandatory except as required by subsection (c) below, that receptacles be distributed evenly throughout the parking lot at a rate of one container every 20 parking places for all on-site parking.

(b) Litter receptacles on any premises shall meet the following minimum standards:

(1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.

(2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.

(3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.

(c) Any owner or occupant of commercial premises who pleads guilty or is found by a court to be guilty of violating this section, may, on a first offense, either pay the applicable fine and costs, or alternatively, provide one (1) receptacle for every twenty (20) parking places. for all on-site parking. Any owner or occupant who pleads guilty or is found by a court to be guilty of a second violation of this section, shall pay the applicable fine and court costs and shall thereafter provide one (1) litter receptacle for every twenty (20) parking spaces for all on-site parking. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty.

d) It shall be a violation of this article for any person to deposit any item except litter into a litter receptacle. It shall be a violation of this article to fail to comply with any provisions of this section.

Sec. 25-22 – Littering from a vehicle.

(a) It shall be a violation of this article for any person in a vehicle to drop, deposit, discard or otherwise dispose of litter in or upon any public or private property within the city including but not restricted to, any street, median, right-of-way, sidewalk, park, vacant or occupied lot, body of water, except in litter receptacles or in an area designated by the state department of environmental management as a permitted disposal site.

(b) The owner of the motor vehicle shall be responsible in the event that any person commits the preceding unlawful acts while in a motor vehicle, whether it is moving or at rest.

(c) It shall be a violation of this article for any person, hauler, firm, or business falling within Section 25-11 to haul garbage, paper, trash, sand, gravel, wet cement, construction materials, other loose materials, or waste unless the truck or vehicle used is properly covered, secured or sealed to prevent any loss or spillage during hauling, or littering of streets or highways, or nuisances or hazard to the public health of the environment.

(d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.
(e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

Sec. 25-23 – Sweeping litter into street.

(a) It shall be a violation of this article to blow, sweep, or push litter, junk, or trash, including yard clippings, leaves, grass, or cigarette butts, onto the city streets, alleys, stormwater structures, ditches, or waterways. All litter and trash shall be deposited into a garbage cart, garbage can, bag, or box, cigarette litter receptacle or litter receptacle and be tightly covered and secured to prevent scattering before pickup.

Sec. 25-24 – Dumping of litter, trash, or junk.

(a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash or junk on any private or public property unless disposed of in receptacles provided for public use that comply with the requirements of this article or in an area designated by the state department of environmental management as a permitted disposal site.
(b) For the purposes of this section, items found in an accumulation of garbage, trash or other discarded material including, but not limited to, bank statements, utility bills, bank card bills, and other financial documents, clearly bearing the name of a person, shall constitute a rebuttable presumption that the person whose name appears thereon knowingly deposited the litter. Advertising, marketing and campaign materials and campaign literature shall not be sufficient to constitute a rebuttable presumption under this section. No prosecution for violation of this section based on evidence that creates a rebuttable presumption shall be brought against a person unless he or she has been given written notice by an enforcement officer that items found in an accumulation of garbage, trash or other discarded materials contain his or her name, and that under this section, there is a rebuttable presumption that he or she knowingly deposited the litter. The notice shall advise the person of the penalty for violating this section, and shall provide that, unless the person can present satisfactory information or evidence to rebut the presumption to the designee of the city within fifteen (15) days of the date of the notice, an action under this section may be filed against him or her in municipal court. If the person responds to the notice and presents information or evidence to the designee of the city, the designee shall review the information of evidence presented and make a determination as to whether or not an action should be brought against the person for violating this section. The designee shall provide written notice to the person of the determination, and if the intent is to proceed with an action under this section, the notice shall be sent before an MOT or UNTCC is issued.

Sec. 25-25 – Removal of litter from litter receptacles.

(a) The removal of litter from receptacles placed at public parks, beaches, fishing areas and other public recreation sites shall be the responsibility of those state and local agencies responsible for the maintenance of these sites.

(b) The removal of litter from garbage cans, litter receptacles, or bulk containers placed on private property which are used by the public on commercial premises shall be the duty of the owner or occupant of those premises. It shall be a violation of this article for an owner or occupant to fail to regularly remove or provide for the regular removal of litter as required by this subsection.

Sec. 25-26 – Yard, garage sale, or other unauthorized temporary signs.

(a) It shall be a violation of this article to place any signs on trees or utility poles in the city rights-of-way without exception.

(b) *Exception.* Notwithstanding the provision of 25-26(a), special event directional signs may be placed on public property in compliance with Chapter 54, Section 122-125.

Sec. 25-27 – Balloon or Sky Lantern Release.

(a) It shall be a violation of this Section for any person to intentionally release, organize the release of, or intentionally cause to be released one or more sky lanterns or balloons inflated with gas that is lighter than air which includes but is not limited to, helium, with the exception of:

(1) Balloons released by a person or educational institution on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
(2) Balloons released indoors.
(3) Balloon tests performed.

Article III – Enforcement

Sec. 25-30 – Violations

(a) The provisions of this Article III apply to provide enforcement procedures with regard to all violations of Chapter 25.

(b) It is a violation to fail to comply with any provision of Chapter 25.

(c) Violations of Chapter 25 may be enforced as applicable by one or more of the following actions: 1) Corrective Notice; 2) Municipal Offense Ticket (MOT); 3) Uniform Non-Traffic Citation and Complaint; and 4) Uniform Traffic Citation and Complaint.

Sec. 25-31 – Enforcement procedures.

(a) A city police officer may choose to cite and release defendant for a violation of Chapter 25. The UNTCC shall serve as the charging instrument and shall be issued in accordance with Rule 20 of the Alabama Rules of Judicial Administration.

(b) A city employee designated as an enforcement officer may issue a municipal offense ticket (MOT) for a violation of Chapter 25. The person charged with a violation must do the following within the time period specified on the MOT, or within twelve (12) hours before the court date shown on the MOT:

(1) Appear in person before a magistrate, who will retain a copy of the ticket, sign the plea of guilty waiver of rights on the MOT, and pay the fine and applicable court costs; or
(2) Sign the plea of guilty waiver of rights provision on the MOT and mail or hand deliver to the clerk of the municipal court the signed page and payment for the amount of the fine and applicable court costs. Remittance by mail or hand delivery of the fine and costs constitutes a guilty plea and waiver of trial, even if the "plea of guilty waiver of rights" provision on the ticket has not been signed by the defendant. If the amount sent is insufficient, then the money received by the clerk shall be considered to be a partial payment of the penalty, and it shall be applied by the clerk to the fine and costs and shall be deposited as required by law. The clerk may give notice of the insufficiency, and a supplemental summons or warrant of arrest shall be issued for the defendant's arrest, and a judgment shall be entered by the magistrate for the balance due; or
(3) Sign the MOT and agree to appear in court on the date and at the time shown on the MOT to protest the charges. If the defendant fails to appear, the municipal court may, in its discretion, issue further notice or a supplemental summons or warrant of arrest.

(c) Employees of the city designated as enforcement officers, who observe violations of Chapter 25, are further authorized to appeal before a magistrate and request a summons or warrant to be issued pursuant to Rule 3.1 of the Alabama Rules of Criminal Procedure.

(d) Employees of the city designated as enforcement officers may issue corrective notices to owners or occupants found to be in violation of any of the provisions of Chapter 25. The issuance of a corrective notice is not required prior to the issuance of an MOT or UNTCC.

Sec. 25-32 – Failure to comply with corrective notices.

It shall be a violation for any owner or occupant of property in the city limits who receives a corrective notice from an enforcement officer to fail or refuse to complete the corrective action within the time designated.

Sec. 25-33 – Penalties.

(a) It shall be unlawful for any person to violate any provision of Chapter 25.

(b) Knowing violation of article. For any violation of this article that is committed knowingly, the fine shall be three hundred fifty dollars ($350.00), or imprisonment for up to three (3) months, or a combination thereof.

(c) Other violations of article. For all violations of this article that are not subject to paragraph (b) above, the fine shall be two hundred dollars ($200.00), or imprisonment for up to thirty (30) days, or a combination thereof.

(d) Each day a violation of this article is committed or permitted to continue shall constitute a separate offense.

(e) Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred and fifty dollars ($350.00) or imprisonment of up to three (3) months, or a combination thereof; or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) A schedule of fines for violations of this article shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

This body of regulations shall be known as the septage and grease hauler regulations.

(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

(a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.
(b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.
(c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the city to operate a septage and grease hauling business.

(d) The city believes that the board's request is reasonable and desires to accommodate the board; and the city further finds that such a policy is desirable and promotes the public health, safety and welfare as it will prevent unlicensed operation of such companies and will reduce illegal discharges of septage and grease.

Sec. 25-42 – License required.

No person shall engage in the business as a septage or grease hauler within the city or its police jurisdiction without first obtaining a business license in accordance with chapter 34 of the Mobile City Code.

Sec. 25-43 – Operating requirements.

(a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.
(b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.

(c) Every vehicle used by any septage or grease hauler must maintain a chain of custody or manifest for each pick up, disposal or other service provided for each customer. Such document must identify the source of waste hauled, the type of waste hauled, the date and time waste were accepted by the hauling company, the amount of waste accepted, the disposal location for waste, and any applicable permit numbers associated with the process. When waste is removed from a food service facility, a copy of the completed manifest must be returned to the originating facility.

(d) Any violation of this code section, may result in the issuance of a MOT or UNTCC to the operator and or vehicle’s owner of the septage or grease hauler vehicle.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Sponsored by:

Councilmember Penn

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/24/2023 - 3:52 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2258 Airport Boulevard and 267 Seminole Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 26th day of September, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2258 Airport Boulevard and 267 Seminole Street from R-1, Single-Family Residential Urban District, and B-2, Neighborhood Business Urban District, to B-2, Neighborhood Urban Business District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1 MWP20 SUBDIVISION, AS RECORDED IN MAP BOOK 92, PAGE 50 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

ALONG WITH LOT 6 & THE WEST 23 FEET OF LOT 26 BLOCK 7 DUBROCA TRACT DEEDBOOK 141 PAGE 39 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District to B-2, Neighborhood Business Urban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-2, Neighborhood Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business Urban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering,

Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 26th day of September, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 6th day of September, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **2258 Airport Boulevard and 267 Seminole Street.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District to B-2, Neighborhood Business Urban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1 MWP20 SUBDIVISION, AS RECORDED IN MAP BOOK 92, PAGE 50 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

ALONG WITH LOT 6 & THE WEST 23 FEET OF LOT 26 BLOCK 7 DUBROCA TRACT DEEDBOOK 141 PAGE 39 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District to B-2, Neighborhood Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-2, Neighborhood Business Urban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business Urban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Palasaides Plaza (Paul Stewart, Stewart Surveying, Agent)
2258 Airport Boulevard and 267 Seminole Street
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

August 22, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on July 20, 2023 considered the request of **Palasaides Plaza (Paul Stewart, Stewart Surveying, Agent)** for a change in zoning from **R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District to B-2, Neighborhood Business Urban District** for the property located at **2258 Airport Boulevard and 267 Seminole Street.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

Damodara Kunche
6920 Airport Boulevard
Unit 125
Mobile, Alabama 36608

Re: 2258 Airport Boulevard & 267 Seminole Street
ZON-UDC-002563-2023
Paul Stewart, Stewart Surveying, Inc.
District 1
Rezoning from Single-Family Residential Urban District (R-1) and Neighborhood Business Urban District (B-2), to Neighborhood Business Urban District (B-2).

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

At its meeting on July 20, 2023, the Planning Commission considered the above referenced application.

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

A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C) Compatibility. Whether the proposed amendment is compatible with:

1. The current development trends, if any, in the vicinity of the subject property;
2. Surrounding land uses;
3. Would adversely impact neighboring properties; or
4. Cause a loss in property values.

D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and,

F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $309.70. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 2258 Airport Boulevard & 267 Seminole Street
ZON-UDC-002563-2023
Paul Stewart, Stewart Surveying, Inc.
District 1
Rezoning from Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is to rezone the property from a Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2), to a Neighborhood Business Suburban District (B-2); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE

Re: 2258 Airport Boulevard & 267 Seminole Street
ZON-UDC-002563-2023
Paul Stewart, Stewart Surveying, Inc.
District 1
Rezoning from Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, July 20, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is to rezone the property from a Single-Family Residential Suburban District (R-1) and Neighborhood Business Suburban District (B-2), to Neighborhood Business Suburban District (B-2); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, July 19, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☑ Dated Photograph(s) of the posted sign(s)
☑ The verified address list of surrounding property owners who were notified
☑ A sign-in sheet documenting meeting attendance
☑ Written summary or minutes of the meeting
☑ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
June 26 4:30 pm - 6:30 pm

2. What information was presented at the meeting?
site plan, proposed subdivision plat
Meeting was 120 minutes

3. What concerns were raised during the meeting?
Concerns were documented on sign in sheet

4. Were any modifications made or considered in response to the concerns raised at the meeting?
added buffer move parking spots to behind building

Sign-In Sheet

1) [illegible]

10 Joseph Stewart
11 Joseph Stewart II

2) [illegible]

3) Rachel Hartley

4) Norbert Nidan

5) Debbie Maurer – Concerned * Property values * w/traffic, noise, loitering, zoning, what can become of on property

6) Brian Vailes

7) Sridhar Sanaka.

8) Callina Woodard - Business Buffer ONLY - Parking Lot Only

9) Daniel [illegible]

(owner) Hard of hearing
Norbert Nidan → 251-288-2066 / Granddaughter Rachel Hartley (Living@Resid
251-402-7368

na Nidan ← Property backs up to lot
04-210-9741
daughter)
← Buffer zone only
- Fence 10 Ft for privacy must be installed

Other concern
- Reselling of property to another owner whose plans would be a business that would create & there noise issues
- Degrade of my property value

- Zoning → could be zoned w/ protection so that the residents on Street protected

Palasaides Plaza - SITE
Scale: 1" = 10'-0"
allen reimer
Palasaides Plaza
2258 Airport Boulevard
Mobile, AL 36618
Sheet SP
2258
A
B
C
D
E

Mobile Public Library
www.mplonline.org

Ben May Main Library
Meeting Room & Bernheim Hall
Attendance Sheet

Name of Group 2 palasades plaza

Check one: ☑ Meeting ☐ Workshop/Training ☐ Program

Date 06/26/2023

Number in Attendance 11

Signature

Please complete this form and return to the Circulation Desk (First Floor)


Neighborhood Meeting
June 26, 2023 4:30pm
ZONING CHANGE
06.13.2023


06.13.2023


06.13.2023


06.13.2023

Neighborhood meeting June 26/2023 for 207 seminole street Mobile AL 36606.

Meeting ran from 4:30 to 6:30, 120 minutes.

11 people showed to meeting.

We explained ~~what~~ why we wanted the zoning change

Answered any questions and concerns that the participants had.

Concerns of the participants were written on the sign in sheet.

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

LOWERY COLLIN & MARIA SALAZAR
2714 ATWOOD CT
MOBILE , AL 36693

NABUKISA JUSTIN M
265 MORGAN AVE
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WUNDERLICH DAVID & ANASTASIA WUNDERLICH
257 WESTWOOD ST
MOBILE , AL 36606

ROMERO STEVEN & LAUREN ROMERO
259 WESTWOOD ST
MOBILE , AL 36609

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

HENDRICH MATTHEW CARROLL AKA MATTHEW HENDRICH & ERIN FRANCES PELICAN AKA ERIN PELICAN
263 WESTWOOD ST
MOBILE , AL 36606

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

HALL ROBERT P II
3955 S MCGREGOR AVE
NEW HYDE PARK , NY 11040

N T G -C INVESTMENTS
2033 AIRPORT BLVD STE D
MOBILE , AL 36606

SILVERSTEIN JERRY & HAROLD H BUCHMAN
2321 AIRPORT BLVD
MOBILE , AL 36606

ZON-UDC-2563-23

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by NOON on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	$1,500
Rezoning, Text Amendment, or Specific Area Plan	$500
Planned Development	$500
Planning Approval or Planned Unit Development	$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

- ☐ **Conditional Use Permits** — Checklist A
- ☒ **Rezoning, Text Amendment, or Specific Area Plan Amendments** — Checklist B
- ☐ **Planned Development** — Checklist C
- ☐ **Previously approved Planning Approvals or Planned Unit Development** — Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	DAMODARA KUNCHE	PAUL STEWART
Firm:		STEWART SURVEYING INC
Phone:	251-751-1846	251-635-6395
Email:	dkunche@yahoo.com	paul@stewartsurveying.com
Address:	3210 Wynnfield Dr W, Mobile,AL-36695	10930 B Dauphin Island Pkwy, Theodore, AL-36582

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	Owner	Design Professional
Name:	Damodara Kunche	Allen Reimer
Firm:		Allen Reimer LLC
Phone:	251-751-1846	251-605-0676
Email:	dkunche@yahoo.com	allen@reimer.com
Address:	3210 Wynnfield Dr W, Mobile, AL-36695	1101 Azalea Rd, Mobile, AL-36693

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

2258 Airport Blvd, Mobile, AL-36606 & 267 Seminole St, Mobile, AL-36606 — Property Address

0.68 acres — Property Area (acres or square feet)

Key # 3153651 & 798701 — Parcel Number(s) or Key Number(s)

Present Zoning or Transect District

B-2 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Damod K — Owner Signature

6/7/23 — Date

Applicant or Agent Signature (if applicable)

Date

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

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

Applicant or Agent Signature

Date

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CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Neighborhood Meeting documentation
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer
- ☐ Boundary Plan

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   The site would be used for parking for the 5 unit strip mall that is planned for construction. The site is also part of a 1 lot subdivision that requires zoning change before being finalized.

   Future Land Use Map (FLUM) Designation

   Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.
   This will lead to less congestion for customers coming from airport blvd.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.
   The strip mall could provide goods and services to the local area.

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: PALASAIDES PLAZA

Address: 2258 AIRPORT BLVD, MOBILE AL 36606

Owner: DAMODARA KUNCHE

Address: 3210 WYNNFIELD DR W Zip Code: 36695

Phone: 251-751-1846 Fax: Email: dkunche@yahoo.com

Authorized Agent: Stewart Surveying Inc

Address: 10930 B Dauphin Island Pkwy, Theodore, AL Zip Code: 36582

Phone: 251-973-0290 Fax: Email: paul@stewartsurveying.com

Contractor: Not Assigned

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer: Not Assigned

Address: Zip Code:

Phone: Fax: Email:

Architect: Allen Reimer

Address: 1101 Azalea Rd, Mobile, AL Zip Code: 36693

Phone: 251-660-0010 Fax: Email: allen@ardesignworx.com

Submitted by:

Signature Print

6-08-2023

Date Affiliation to project/Organization

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City of Mobile • Planning & Zoning

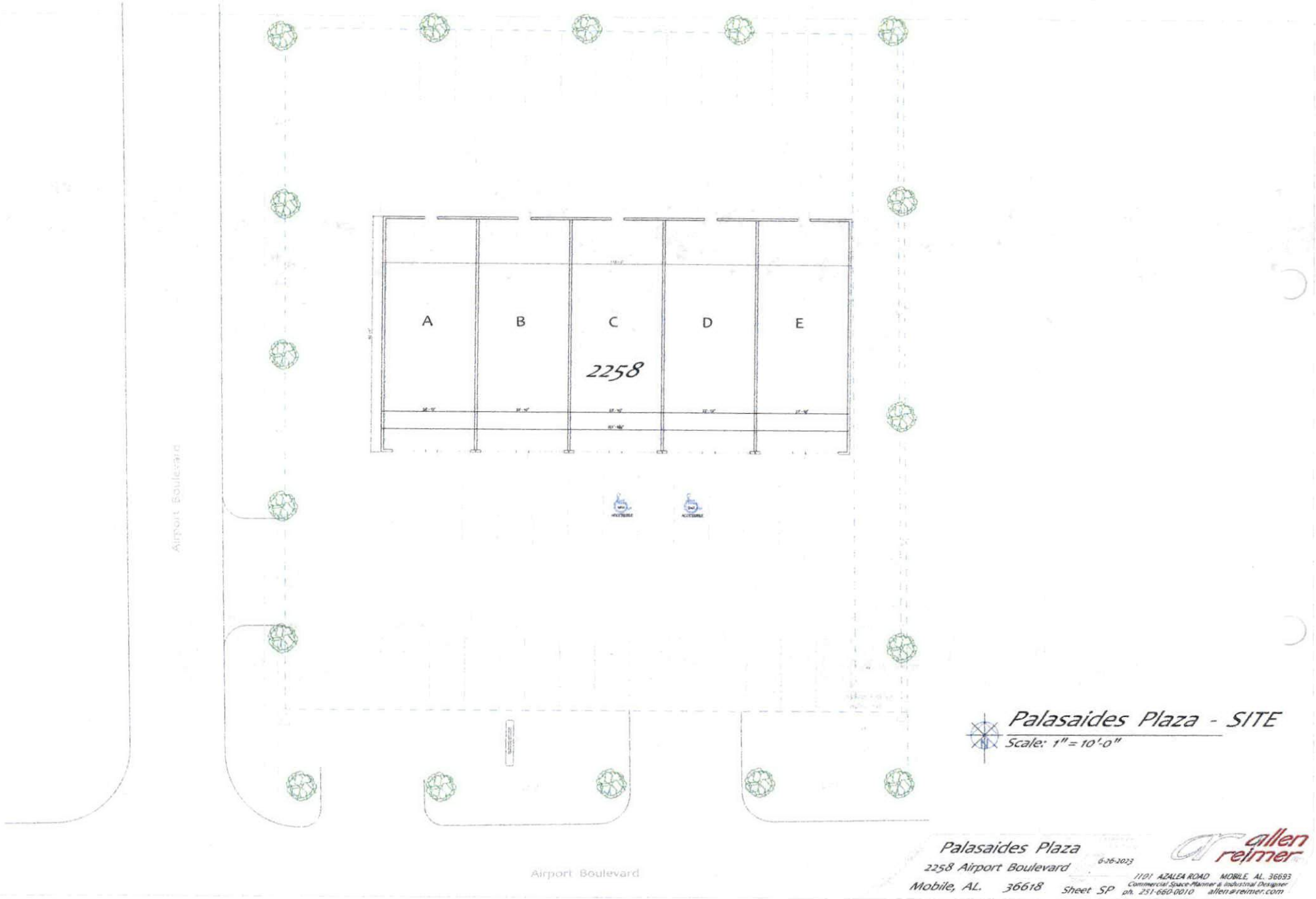
Owner's Letter of Authorization

I, DAMODARA KUNCHE, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 2258 AIRPORT BLVD.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

STEWART SURVEYING INC	
Designee (1)	Designee (2)
paul@stewartsurveying.com	[redacted]
Email	Email
251-635-6395	[redacted]
Phone Number	Phone Number
Damodara Kunche	6/7/2023
Signature of Property Owner	Date

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Palasaides Plaza - SITE

Scale: 1" = 10'-0"

Palasaides Plaza
2258 Airport Boulevard
Mobile, AL. 36618

6-26-2023

Sheet SP

allen reimer
1101 AZALEA ROAD MOBILE, AL. 36693
Commercial Space Planner & Industrial Designer
ph. 251-660-0010 allen@reimer.com

Stewart Surveying
10930B Dauphin Island Parkway
Theodore, AL 36582
251-973-0290



Hello,

This letter is to inform you of a neighborhood meeting that will be held on June 26, 2023, from 4:30 to 6:30 pm at the Ben May Library located at 701 Government St, Mobile, AL 36602.

This meeting is to discuss the zoning change at 267 Seminole St., Mobile, AL 36606. If you have any questions or concerns, we will gladly answer and discuss them at this time. We hope to see you there.

Sincerely,
Stewart Surveying

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

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Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

STEWART SURVEYING INC	
Designee (1)	Designee (2)
paul@stewartsurveying.com	[redacted]
Email	Email
251-635-6395	[redacted]
Phone Number	Phone Number
Damodara Kuncho	6/7/2023
Signature of Property Owner	Date

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KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

NIOLON NORBERT DESHA
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257 WESTWOOD ST
MOBILE , AL 36606

WUNDERLICH DAVID & ANASTASIA WUNDERLICH
257 WESTWOOD ST
MOBILE , AL 36606

ROMERO STEVEN & LAUREN ROMERO
259 WESTWOOD ST
MOBILE , AL 36609

ROMERO STEVEN & LAUREN ROMERO
259 WESTWOOD ST
MOBILE , AL 36609

ROMERO STEVEN & LAUREN ROMERO
259 WESTWOOD ST
MOBILE , AL 36609

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

HENDRICH MATTHEW CARROLL AKA MATTHEW HENDRICH & ERIN FRANCES PELICAN AKA ERIN PELICAN
263 WESTWOOD ST
MOBILE , AL 36606

HENDRICH MATTHEW CARROLL AKA MATTHEW HENDRICH & ERIN FRANCES PELICAN AKA ERIN PELICAN
263 WESTWOOD ST
MOBILE , AL 36606

HENDRICH MATTHEW CARROLL AKA MATTHEW HENDRICH & ERIN FRANCES PELICAN AKA ERIN PELICAN
263 WESTWOOD ST
MOBILE , AL 36606

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

HALL ROBERT P II
3955 S MCGREGOR AVE
NEW HYDE PARK , NY 11040

HALL ROBERT P II
3955 S MCGREGOR AVE
NEW HYDE PARK , NY 11040

HALL ROBERT P II
3955 S MCGREGOR AVE
NEW HYDE PARK , NY 11040

N T G -C INVESTMENTS
2033 AIRPORT BLVD STE D
MOBILE , AL 36606

N T G -C INVESTMENTS
2033 AIRPORT BLVD STE D
MOBILE , AL 36606

N T G -C INVESTMENTS
2033 AIRPORT BLVD STE D
MOBILE , AL 36606

SILVERSTEIN JERRY & HAROLD H BUCHMAN
2321 AIRPORT BLVD
MOBILE , AL 36606

SILVERSTEIN JERRY & HAROLD H BUCHMAN
2321 AIRPORT BLVD
MOBILE , AL 36606

SILVERSTEIN JERRY & HAROLD H BUCHMAN
2321 AIRPORT BLVD
MOBILE , AL 36606

Agenda Item #: 9

ZON-UDC-002563-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
2258 Airport & 267 Seminole Street

Applicant / Agent (as applicable):
Paul Stewart, Stewart Surveying, Inc.

Property Owner:
Kunche Damodara

Current Zoning:
R-1, Single-Family Residential Urban and B-2, Neighborhood Business Urban

Proposed Zoning:
B-2, Neighborhood Business Urban

Future Land Use:
Mixed Density Residential and Traditional Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development (as applicable):
Not provided

Proposal:
The following is a summary of the proposal:

- Rezoning from R-1 Urban and B-2 Urban to B-2 Urban
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with three (3) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 4
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 9 DATE July 20, 2023

APPLICANT Paul Stewart, Stewart Surveying, Inc.

REQUEST Rezoning from R-1 and B-2 to B-2

N

NTS

SITE HISTORY

The site was the subject of a Use Variance application before the Board of Zoning Adjustment at its March 1, 1971 meeting, where the applicant was seeking to use the R-1 portion of the site as a driveway to access a proposed self-service car wash at 2258 Airport Boulevard. The use variance was denied.

The property at 2258 Airport Boulevard was brought to the Planning Commission on June 7, 2001 for a one-lot Subdivision, which was subsequently recorded in Probate Court. Shortly thereafter the site was developed with a gas station and convenience store. All structures were removed from the site in 2021.

Most recently, the site was before the Planning Commission at its April 20, 2023 meeting for another one-lot Subdivision, this time, to include the R-1 portion along Seminole Street. That Subdivision was tentatively approved, with one of the conditions of approval being, "completion of the rezoning of the site to a single zoning classification prior to signing the Final Plat," hence the current application.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Urban District and B-2, Neighborhood Business Urban District to B-2, Neighborhood Business Urban District to allow construction of a shopping center.

As stated previously, the subject site has been tentatively approved as a one-lot Subdivision but has not been recorded in Probate Court, as the site is currently split-zoned. A condition of the Subdivision approval required this to be rezoned to one (1) zoning district prior to the recording of the Final Plat.

The subject site is abutted to the North by R-1 property, developed with a single-family dwelling; to the South (across Airport Boulevard) by Public Safety Memorial Park, which is zoned R-1; to the East by B-2, developed with a drive-thru restaurant; and to the West (across Seminole Street), by commercial businesses zoned B-2 and a parking lot zoned B-1.

It should be noted that in 2001, the B-2 site to the East was the subject of a one-lot Subdivision and rezoning from R-1 and B-2 to B-2 to eliminate split-zoning in the proposed lot for the current drive-thru restaurant to be constructed.

The applicant is requesting B-2 for a proposed shopping center. This zoning classification will allow for the development to contain offices and/or retail, as well a restaurant. While zoning consideration is not site plan specific, the provided site plan does not depict required protection buffers where the site abuts adjacent R-1 properties, does not depict the proposed structure complying with Building Design and Height standards (64-3-6), does not indicate if a dumpster will be placed on the site, and does not indicate compliant parking. If the rezoning is approved, development of the site must fully comply with the UDC.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

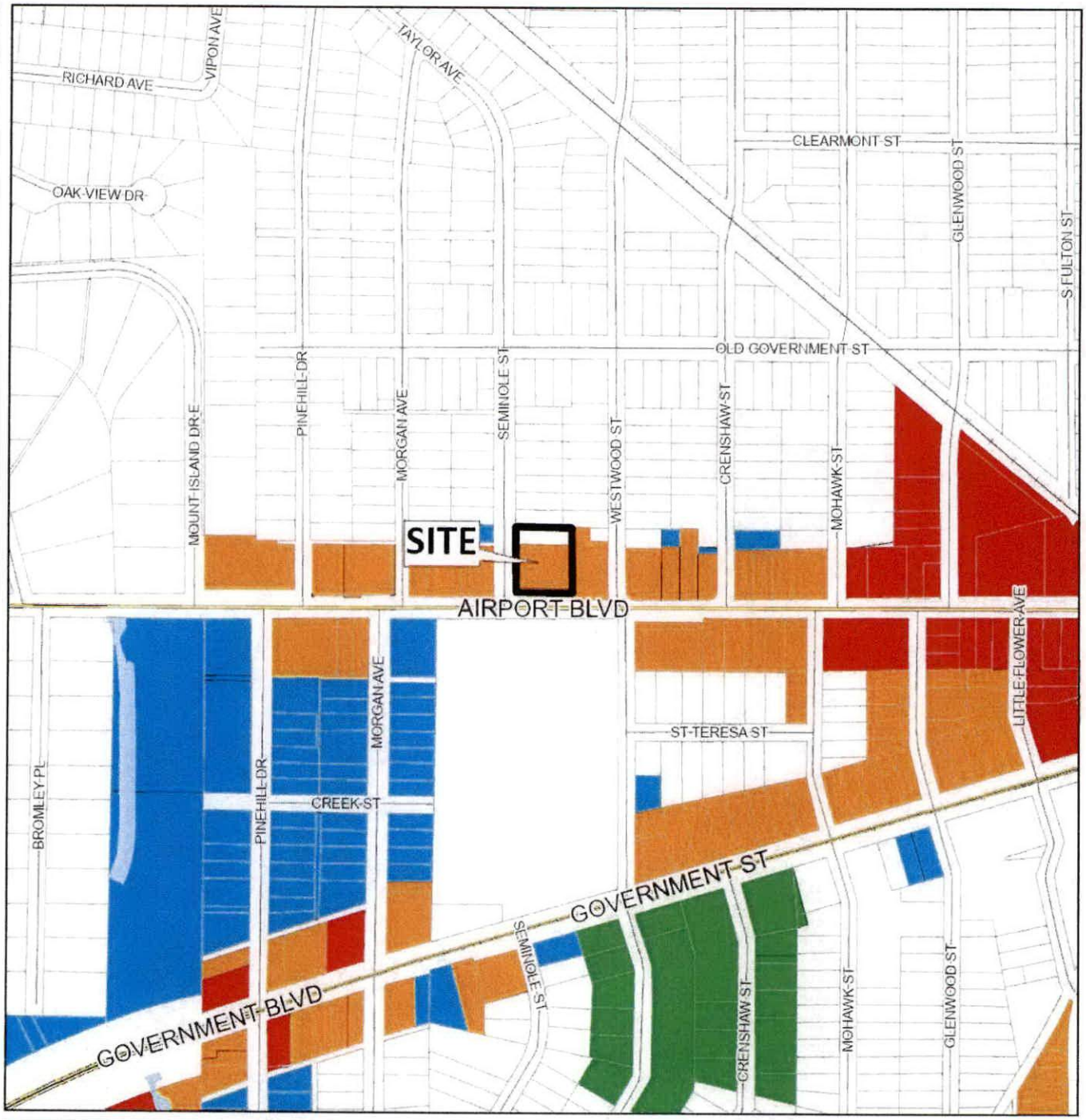
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE July 20, 2023

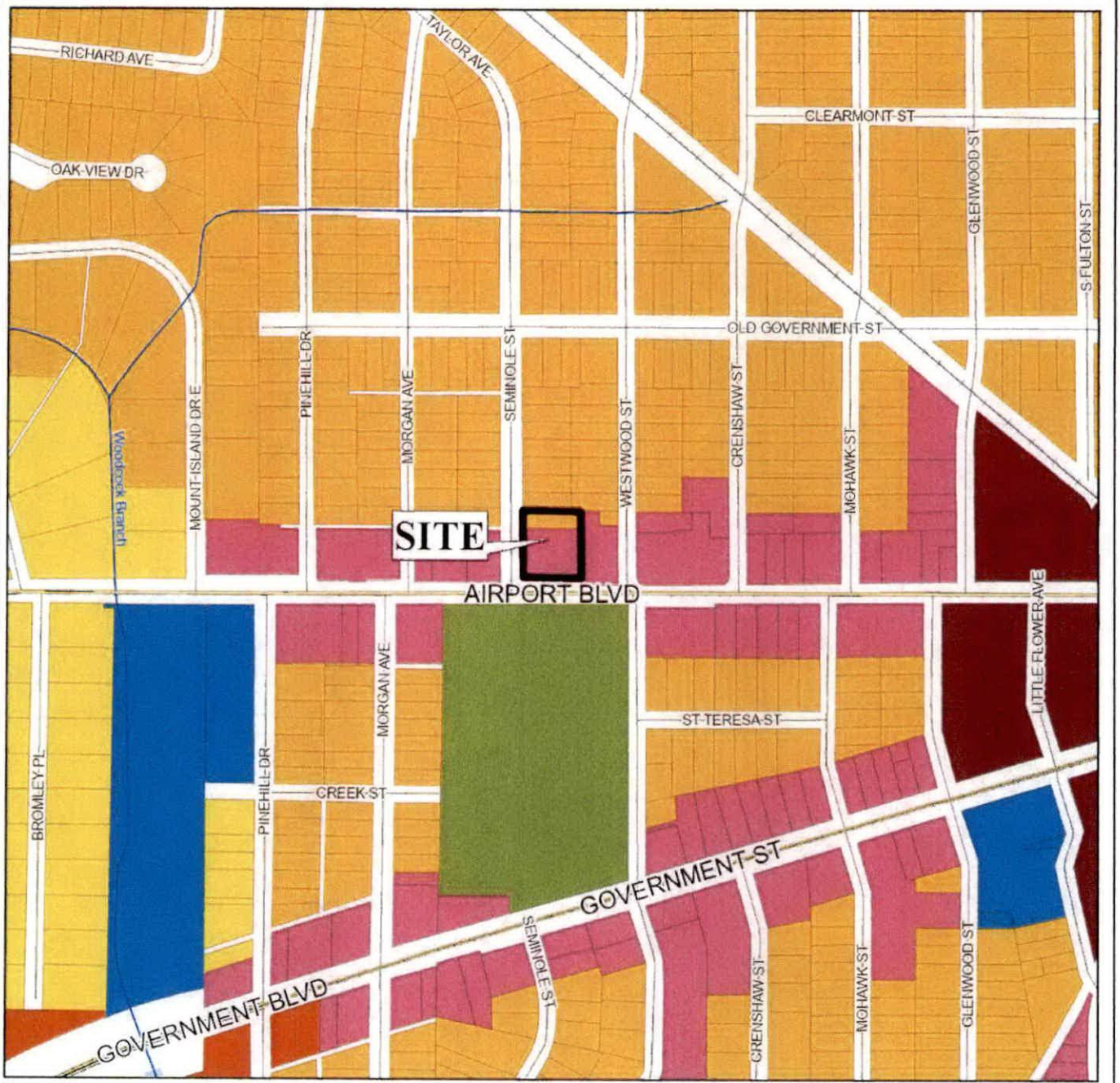
APPLICANT Paul Stewart, Stewart Surveying, Inc.

REQUEST Rezoning from R-1 and B-2 to B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE July 20, 2023

APPLICANT Paul Stewart, Stewart Surveying, Inc.

REQUEST Rezoning from R-1 and B-2 to B-2

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

N

NTS

SITE PLAN



The site plan illustrates the existing property, proposed building, and parking.

APPLICATION NUMBER 9 DATE July 20, 2023 APPLICANT Paul Stewart, Stewart Surveying, Inc. REQUEST Rezoning from R-1 and B-2 to B-2	N NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A	■				■		■					□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED DENSITY RESIDENTIAL (MxDR)

This designation applies mostly to residential areas located between Downtown and the Beltline, where the predominant character is that of a traditional neighborhood laid out on an urban street grid.

These residential areas should offer a mix of single family homes, townhouses, 2- to 4- residential unit buildings, accessory dwellings, and low- and mid-rise multifamily apartment buildings. The density varies between 6 and 10 du/ac, depending on the mix, types, and locations of the housing as specified by zoning.

Like LDR areas, MxDR areas may incorporate compatibly scaled and sited complementary uses such as neighborhood retail and office uses, schools, playgrounds and parks, and churches and other amenities that create a complete neighborhood fabric and provide safe and convenient access to daily necessities.

TRADITIONAL CORRIDOR (TC)

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

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

KIm Carmody, Director of Parks & Recreation

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

The contractor will provide outreach to as many older persons as possible by concentrating outreach activities to groups that have a high percentage of either /or low income, rural and minority members and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Amount of Contract:

$50,000

Effective Date of Contract:

10/1/2023

Renewal Date of Contract:

9/30/2024

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 SARPC Resolution	Cover Memo	8/10/2023
2023-2024 SARPC Contract	Cover Memo	8/10/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	8/10/2023 - 4:14 PM
Budget	Sapp, Celia	Approved	9/21/2023 - 11:07 AM
Legal	Kern, Chris	Approved	9/21/2023 - 12:48 PM
Legal	Kern, Chris	Approved	9/21/2023 - 12:48 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:59 PM

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with the South Alabama Regional Planning Commission to perform all necessary services provided under this contract for Parks and Recreation Department. The Planning Agency agrees to pay the contractor(The City of Mobile) as provided in the statement of work but in no event shall exceed $50,00.00 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT

October 1, 2023 - September 30, 2024

This Agreement, entered into as of this 1st day of October 2023, by and between the City of Mobile (herein called the "Contractor") and the South Alabama Regional Planning Commission (herein called the "Planning Agency")

WITNESSETH

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.

2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

   City of Mobile

3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.

4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2024.

5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.

6. Compensation.

   a. Aging Funds. The Planning Agency agrees to pay the Contractor the total sum of Fifty Thousand Dollars ($50,000) for the services described herein.

   b. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of One Hundred Forty-two Thousand Nine Hundred Twelve Dollars ($142,912) in cash or in-kind services.

   c. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is One Hundred Ninety-two Thousand Nine Hundred Twelve Dollars ($192,912).

   d. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate meals per day of operation at each of the four SAIL Centers, beginning October 1, 2023 and ending September 30, 2024. The actual number

of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.

a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.

b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the City of Mobile for approved expenditures such that:

c. The contractor shall spend, but not exceed, one twelfth (1/12) or Four Thousand One Hundred Sixty-six Dollars ($4,166) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.

d. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:

i. **Weekly reports are due on the first work day of the week following their completion.**

ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2023 through October 2024, covering the previous 30-day period.**

iii. **Final financial reports are due on October 5, 2024.**

e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of Fifty Thousand Dollars ($50,000) for all of the services required.

f. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.

8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate meal participants must be

reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.

10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.

11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.

12. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of $100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.

13. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.

14. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit

requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

15. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.

16. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.

17. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

Specifically, the Contractor must account for:

a. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.

b. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:

c. Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.

d. Audible: oral, radio, telephone, voice mail systems, etc.

e. Electronic: TDD's, computer, bulletin boards, etc.

f. Tactile: raised letter signage, Braille, "hands-on" programs, etc.

g. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.

h. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

18. Equal Employment Opportunity.

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.

c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

20. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services the Planning Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5)

days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

21. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

Julie McGee
Area Agency on Aging Director

GRANTOR:
SOUTH ALABAMA REGIONAL PLANNING COMMISSION

John F. Rhodes
Executive Director

ATTEST:

By:_____

CONTRACTOR
CITY OF MOBILE

By: _____

Title:_____

Federal Employer I.D. Number: _____

FY 2024
Scope of Services
City of Mobile

Title III

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least five (5) days a week with particular emphasis on low-income and minority elderly to the following centers:

Trinity Gardens – at least 5 days a week
Hillsdale – at least 5 days a week
Sullivan – at least 5 days a week
Parkway – at least 5 days a week

The Contractor will provide transportation services to homebound elderly by delivering meals to them from the centers. To also provide transportation for Doctor's visits, Food Stamp Office, Social Security Office, shopping assistance, recreation and other purposes as needed. The Contractor will provide the drivers for the vehicle(s).

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural and minority members and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches and through programs that address low-income persons. High-risk persons will be reached through efforts aimed at hospitals, long-term care facilities, the Medicaid Waiver Program, and Senior Aides Program. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Information and Referral

The Contractor shall continue to provide an information and referral service in cooperation with other agencies, particularly the Area Agency on Aging. Assistance will be provided to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor shall provide assistance in the distribution of information to isolated, low-income and/or minority elderly.

B. Nutrition Center Operation

1. The Contractor will provide four (4) nutrition centers for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code

requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.

2. The Contractor shall provide four (4) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.

3. The nutrition center of community center when applicable must stay open for four (4) hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.

4. The Contractor shall arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.

5. The Contractor will provide supportive services as addressed in the Title III Rules and Regulations.

C. Meals

1. Trinity Gardens: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

2. Hillsdale: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

3. Sullivan: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

4. Parkway: To receive no less than 25 congregate meals per day of operation; which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

5. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS reports substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 9	Columbus Day
November 10	Veterans Day
November 23-24	Thanksgiving
December 25-29	Christmas
January 1	New Year's Day
January 15	Martin Luther King
February 12-13	Mardi Gras
February 19	President's Day
March 29	Good Friday
April 22	State Holiday
May 27	Memorial Day
June 3	State Holiday
June 19	Juneteenth
July 4	Independence Day
September 2	Labor Day

D. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

E. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

F. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

G. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following

services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.

2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
   a. Weekly meal report and voucher
   b. Monthly supportive and services report
   c. Monthly attendance log

3. Monthly Aging Information Management System (AIMS) reports must be completed online by the 5th of the month following the month of delivered services.

4. To maintain records in such a manner that individuals' confidentiality will not be violated.

H. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

I. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR City of Mobile **TYPE OF GRANT:**

CONTRACT NUMBER 316-AAA-2024

- X Title III-B
- X Title III-C-1
- _____ Title III-C-2
- _____ Title III-D
- _____ Title III-F
- _____ Other

Trinity Gardens, Hillsdale, Sullivan, and Parkway Centers
BUDGET SUMMARY

CONTRACT PERIOD: **FROM** October 1, 2023 **THRU** September 30, 2023

CATEGORY	AGING FUNDS	ESTIMATED LOCAL RESOURCES Local Cash	In-Kind	TOTAL
Personnel*	50,000	142,912		192,912
Personnel Travel				
Space				
Utilities				
Postage & Telephone				
Supplies				
Training				
Transportation				
Insurance				
Office Furniture & Other Equipment				
Other				
TOTAL	$50,000	142,912		$192,912

*** Breakdown of personnel costs**

Position	Title III Funds	Local Cash
Tricksey Center Manager	$ 6,250	$ 17,864
Tricksey Driver	6,250	17,864
Parkway Center Manager	6,250	17,864
Parkway Driver	6,250	17,864
Sullivan Center Manager	6,250	17,864
Sullivan Driver	6,250	17,864
Hillsdale Center Manager	6,250	17,864
Hillsdale Driver	6,250	17,864
TOTALS	$50,000	$142,912

EXHIBIT III

ASSURANCE ON COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITILE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CPR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2023

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT IV

ASSURANCE ON COMPLIANCE WITH THE U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT

The Title III Contractor, the City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2023

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT V

ASSURANCE OF COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor or host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2023

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VI

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date: October 1, 2023

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

EXHIBIT VII

ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE NEEDS OF LOWER INCOME MINORITY AND RURAL RESIDENTS
{SEC. 306 8 (A) (5) (a) (II)}

City of Mobile_____

Date: October 1, 2023

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VIII

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion - Lower Tier Covered Transactions

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2023

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Inveris Training Solutions Inc for 24 Quick-Turn turning targets, plates, and controller for MPD shooting range.
Capital equipment

Amount of Contract:

$174,907.17

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230921 Inveris Agenda Package POs	Cover Memo	9/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/21/2023 - 12:54 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
4747	2023	(1530) POLICE ADMIN SERVICES	24 QUICK-TURN TURNING TARGETS, PLATES, AND CONTROLLER FOR MPD SHOOTING RANGE (BID EXEMPT 41-16-51(A)(13) SOLE SOURCE FOR SYSTEM MATCHING EXISTING, (3) PROFESSIONAL SERVICES,(15) SAFETY/SECURITY, (8)SOFTWARE)	$!74,907.17	(298257) INVERIS TRAINING SOLUTIONS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00004747-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
INVERIS TRAINING SOLUTIONS, INC 296 BROGDON RD SUWANEE, GA 30024 Tel#404-663-1149	POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608
	Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/23	298257				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- INVERIS OFFER NO: 24458-22-USL REV 1			
001	QUANTITY - 24 QUIKTURN 360 TURNING TARGETS -GROUND MOUNT PART NO. QT-360-G; QUANTITY 24 - TARGET HEAD ASSEMBLY AND LIGHT KIT- INCLUDES ADAPTER PLATE FOR THE QT-360 TO FIT ONTO BLACKWATER EQUIPMENT QUANTITY - 1 TO INCLUDE: MASTER CONTROL COMPUTER - AND 1 TABLET CONTROLLER -RM10K-LE SERVICES INCLUDED: -COMPLETE INSTALLATION AND TRAINING PREVAILING WAGE RATES NOT INCLUDED SPPT-FULL -OPERATIONS AND MAINTENANCE MANUALS MANUALS -12-MONTH WARRANTY WRTY -FREIGHT & DELIVERY SHALL BE CPT JOBSITE (MOBILE, AL) IN ACCORDANCE WITH INCOTERMS 2020 **NO SUBSTITUTION** Vendor Item	1.00 EACH	174907.17000	174907.17
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0034 .CAPEQUIPMT. .			174907.17

Bill To	Requisition 00004747-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INVERIS TRAINING SOLUTIONS, INC	POLICE PISTOL RANGE
296 BROGDON RD	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
SUWANEE, GA 30024	
Tel#404-663-1149	
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/23	298257				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608

Requisition Link

Requisition Total 174907.17

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

Account			Amount	Remaining Budget
E E0034	.CAPEQUIPMT.	.	174907.17	623655.16

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	174907.17	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Rejected	01/25/23	RODNEY GREELEY	new quote should be obtained
Forward	07/14/23	JAMES BARBER	Automatic Forward to 910519885
Rejected	07/14/23	RODNEY GREELEY	update
Forward	07/14/23	JAMES BARBER	Automatic Forward to 910519885
Approved	07/14/23	RODNEY GREELEY	R.G.

Bill To	Requisition 00004747-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
INVERIS TRAINING SOLUTIONS, INC	POLICE PISTOL RANGE
296 BROGDON RD	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608
SUWANEE, GA 30024	
Tel#404-663-1149	
	Deliver To
	POLICE PISTOL RANGE
	12251 TANNER WILLIAMS RD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/23	298257				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/14/23	JOSEPH KENNEDY		Auto approved by: 910510512	
	Approved	07/14/23	Brandi Montgomery		Auto approved by: 910510512	
	Approved	07/14/23	WILLIAM JACKSON		Auto approved by: 910510512	
	Approved	07/14/23	PAUL PRINE		Auto approved by: 910510512	
	Approved	07/14/23	WILLIAM REED		Auto approved by: 910510512	
	Approved	07/17/23	BRENDA RHODES			
	Approved	07/17/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	07/17/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	09/20/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/20/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/20/23	JOHN PAINE			
	Approved	09/20/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Yeager, Jennifer

From: Rodts, Keith <Keith.Rodts@inveristraining.com>
Sent: Tuesday, September 19, 2023 2:28 PM
To: Yeager, Jennifer
Subject: RE: InVeris
Attachments: 24458-22-USL Rev 2 - Mobile Firearms Range.pdf

CAUTION: External Email

Hi Jennifer,

The quote is still valid...I updated the date to reflect this

Let me know if you need anything else

Keith E. Rodts
Midwest Law Enforcement / Commercial Live Fire Sales

InVeris Training Solutions
296 Brogdon Road
Suwanee, GA. 30024
USA

Tel: +1 800-344-6771
Cell: +1 678-982-8989

keith.rodts@inveristraining.com
InVerisTraining.com

From: Yeager, Jennifer <wessonj@cityofmobile.org>
Sent: Monday, September 18, 2023 2:37 PM
To: Rodts, Keith <Keith.Rodts@inveristraining.com>
Subject: InVeris

*** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.***

Keith,

Please advise at your earliest convenience if the quote previously sent is still valid.

Thanks,

Jennifer Wesson
Mobile Police Department
251-208-1901

From: Yeager, Jennifer <wessonj@cityofmobile.org>
Sent: Friday, September 15, 2023 4:45 PM
To: 'brian.gokey@inveristraining.com' <brian.gokey@inveristraining.com>
Subject: FW: Brian Gokey - InVeris

Good evening. Can you tell me if the quote attached is still valid? Just wanted to make sure it hasn't expired because our purchasing department is working on cutting a purchase order.

Jennifer Wesson
Mobile Police Department
251-208-1901

From: Terrell, Thomas <terrellt@cityofmobile.org>
Sent: Thursday, August 10, 2023 3:58 PM
To: Yeager, Jennifer <wessonj@cityofmobile.org>
Subject: Fw: Brian Gokey - InVeris

Lieutenant Leland Terrell
Firearms and Range Unit Commander
Mobile Police Department

From: Gokey, Brian <Brian.Gokey@inveristraining.com>
Sent: Wednesday, May 24, 2023 12:15 PM
To: Terrell, Thomas <terrellt@cityofmobile.org>
Subject: RE: Brian Gokey - InVeris

CAUTION: External Email

Lt. Terrell,

I do apologize for the delay, but attached is the proposal for the range equipment we have discussed along with the adapter plates needed to make it all work. Please look it over and let me know if you have any questions.

Best Regards,

Brian Gokey
South Central US LE \ Commercial Live Fire Sales
InVeris Training Solutions

296 Brogdon Road
Suwanee, GA 30024
USA

Cell: (678) 928-1284
Customer Support: 1-800-344-6771
brian.gokey@InVerisTraining.com



From: Terrell, Thomas <terrellt@cityofmobile.org>
Sent: Wednesday, May 17, 2023 1:58 PM
To: Gokey, Brian <Brian.Gokey@inveristraining.com>
Subject: Re: Brian Gokey - InVeris

*** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.***

Good Deal. Hope it was relaxing. I appreciate you getting back to me, even if it's a guess-timation/rough estimate. My command needed the heads up as well. I look forward to the final quote and getting the ball rolling, so-to-speak. Thanks Again!

Lieutenant Leland Terrell
Firearms and Range Unit Commander
Mobile Police Department

From: Gokey, Brian <Brian.Gokey@inveristraining.com>
Sent: Wednesday, May 17, 2023 11:23 AM
To: Terrell, Thomas <terrellt@cityofmobile.org>
Subject: Brian Gokey - InVeris

CAUTION: External Email

Lt. Thomas,

All is well here, just getting back from a couple days' vacation. Nieces Graduation in FL.

We will have pricing next week for you – I do apologize for the delay, from the preliminary that I saw, unofficially, it looks like it will be a little north of $160k. Not totally sure of your budget, but I wanted to give you a heads up.

Best Regards,

Brian Gokey
South Central US LE \ Commercial Live Fire Sales
InVeris Training Solutions

296 Brogdon Road
Suwanee, GA 30024
USA

Cell: (678) 928-1284
Customer Support: 1-800-344-6771
brian.gokey@InVerisTraining.com
InVerisTraining.com



From: Terrell, Thomas <terrellt@cityofmobile.org>
Sent: Monday, May 15, 2023 1:46 PM
To: Gokey, Brian <Brian.Gokey@inveristraining.com>
Subject:

*** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.***

Good afternoon,
Just checking in to see if we have any updates, etc.? Hope all is well with You and Yours.
Thanks

Lieutenant Leland Terrell
Firearms and Range Unit Commander
Mobile Police Department

InVeris
Because Seconds Matter

September 19, 2023

Mobile Firearms Range
Attn: LT Leland Terrell
12251 Tanner Williams Road
Mobile, AL 36608
(251) 401-4448
terrellt@cityofmobile.org

InVeris Offer No.: **24458-22-USL Rev 2**
Re: Outdoor Police Firing Range
Offer Type: Open Market

Dear LT Terrell,

InVeris Training Solutions, Inc.™ (InVeris) is pleased to offer a fixed price of **$174,907.17** (One Hundred and Seventy-Four Thousand, Nine Hundred and Seven US Dollars and Seventeen Cents) for the products and services listed herein, furnished, and delivered CPT jobsite (Mobile, AL) in accordance with Incoterms® 2020. In addition to the offer price, the Buyer will be responsible for all Federal, State, and Local Taxes, Licenses, Permits, Bonds and Fees applicable to the sale. This offer is valid for 45 days.

Payment Terms are as defined in the Terms & Conditions Section of this quotation.

Delivery is typically 90-120 days after receipt and acceptance of order and upon return and approval of InVeris Submittal Drawings, whichever occurs last. This offer will be attached to and made part of any forthcoming purchase order. Indication of acceptance shall be by authorized signature in the space provided below. Please also enter the total purchase price, to include any purchased options, if applicable.

Should you have any questions or require additional information, please feel free to contact me. I am personally dedicated to this proposal effort.

Best Regards,

Keith Rodts,
Midwest LE Sales Representative
Tel: 678-982-8989
keith.rodts@inveristraining.com

Prepared by:
Melissa Boltz
Proposal Manager

By signing below, each party agrees with all terms of this document and specifically acknowledges it has entered into a contract. Both parties have caused this document to be executed by an authorized representative as of the dates indicated below.					**TOTAL PURCHASE PRICE:** **(Include Options if applicable)** $
ACCEPTED BY: Buyer		**DATE:**	**ACCEPTED BY: Seller**	InVeris Training Solutions, Inc	**DATE:**
Authorized Signature:			**Authorized Signature:**		
Print Name & Title:			**Print Name & Title:**		

USE OR DISCLOSURE: Any and all information and data contained herein is the property of InVeris Training Solutions, Inc. (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction. **DESTINATION CONTROL STATEMENT:** The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.

Base Offer

- **SUPPORT BRIDGING:** (if applicable) is **NOT** included unless explicitly listed as a separate line item in the equipment table below. Please see the Terms & Conditions section, item C under exclusions.
- All products and services offered herein are Open Market items.

PART NO.	DESCRIPTION	QUANTITY	UNIT
TARGET SYSTEM			
QT-360-G	QuikTurn™ 360° Turning Targets – ground mount; includes target head assembly and light kit	24	EA
---	Adapter Plate for the QT-360 to fit onto Blackwater Equipment	24	EA
RM10K-LE	Master Control Computer - and (1) Tablet Controller	1	SYS
	Services		
SPPT-Full	Complete Installation and Training - Prevailing Wage Rates Not Included	1	LOT
MANUALS	Operations and Maintenance Manuals	1	LOT
WRTY	12-Month Warranty	1	LOT
FRT-CPT	Freight & Delivery shall be CPT Jobsite (Mobile, AL) in accordance with Incoterms® 2020.	1	LOT
	Total Base Offer Price	**$174,907.17**	

Commercial In Confidence: Use or Disclosure of Quotation Data is Subject to the Restrictions listed on Page 1 herein.

Important Notes & Assumptions

1. **COVID-19:** Supplier (InVeris) shall not be liable to Purchaser if and for so long as it is unable to deliver because Supplier's (InVeris') production is suspended, or it cannot obtain necessary materials, or it cannot make delivery arrangements, due to the COVID-19 pandemic.
2. Prices are Firm Fixed Price, barring no material escalation in steel or acoustical material prices greater than 5% during the timeframe from quote submission to a fully negotiated contract.
3. **Full Install:** Pricing assumes the InVeris Field Service Technician (FST) and labor crew will be onsite over one (1) continuous trip. All site preparation work must be done prior to the FST's arrival. If additional trips are required due to issues beyond InVeris' control, additional charges will assessed in the form of a change order.
4. Buyer to unload target equipment.
5. Buyer to verify the ceiling structure within the range is capable of supporting the new range equipment and containing any errant type secondary bullet impacts.
6. Customer accepts responsibility to ensure the project site is ready to receive and install InVeris' products according to the contracted schedule. To the extent that InVeris is not at fault for a delay in site readiness, InVeris may charge Customer any reasonably incurred costs including, but not limited to, storage costs.
7. All conduit, A.C. wiring, A.C. Electrical Connections, lighting, and any duct work is specifically excluded from this proposal and InVeris scope of work. If conflict with HVAC, Plumbing or Electrical equipment occurs, it will be the owner's/contractor's responsibility to resolve issues in a timely manner. Any delays from these will not extend Tech Assist time and may require a change order for additional Tech Time. Please remember that InVeris wants you to have a successful installation in a safe and timely manner.
8. InVeris FST will provide training on installed systems after installation is complete. FST will perform a QC walk and final acceptance with the owner/contractor.
9. Any / all trademarks mentioned herein are the properties of their respective owners.
10. If InVeris is not authorized by the customer to commence work on the Project within 45 days from the date of the Contract and subject to the economic conditions of metals, InVeris shall be entitled to adjust its prices to account for increased costs to InVeris as a result of said delay.

Commercial In Confidence: Use or Disclosure of Quotation Data is Subject to the Restrictions listed on Page 1 herein.

InVeris
Because Seconds Matter

Terms & Conditions

These Terms and Conditions will be part of any contract, purchase order or signed offer that InVeris enters into with you, your department or company.

Our Terms and Conditions are not limited to those provided herein. The Standard Terms and Conditions [ITSI-DOM-007_08-17-2021] incorporated by reference herein and the enclosed offer shall apply and take precedence over all other project documents. Any earlier offer along with those terms and conditions are immediately null and void. Any subsequent purchase order will be subject to the Standard Terms & Conditions which can be provided upon request. Please contact ITS-ContractsMailUsers@inveristraining.com to request a copy.

Limitation of Liability:

Nothing in this contract shall exclude or limit the Supplier's liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited.

EXCEPT AS STATED ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT, WHETHER FOR NEGLIGENCE OR OTHERWISE, SHALL IN NO EVENT EXCEED 20% OF THE TOTAL CONTRACT VALUE

IN NO EVENT SHALL THE SUPPLIER BE LIABLE FOR LOSS OF PROFIT, LOSS OF USE, LOSS OF BUSINESS, LOSS OF REVENUE OR FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL LOSS OR DAMAGES, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED.

These clauses set out the entire liability of the Supplier (including any liability for the acts or omissions of its sub-contractors) in respect of any breach of this contract or orders placed under it and any representation, statement or tortuous act or omission including negligence arising under or in connection with the contract. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract."

Force Majeure:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

Commercial In Confidence: Use or Disclosure of Quotation Data is Subject to the Restrictions listed on Page 1 herein.

InVeris' pricing excludes the following items unless specifically included as a line item at the end of this paragraph.

A. Line voltage electrical, connections, line or control conduits (empty or full), electrical boxes, receptacles, target or general lights and any other devices generally considered for high voltage.
B. All temp utilities for construction (including adequate lighting and 115v power for hand-tools) are the responsibility of the owner/contractor.
C. Bridging, structural supports or any other material that is required as support for InVeris' baffle, safety ceiling, or target systems. Load points to be verified by owner/contractor to support InVeris equipment.
D. All coordination for baffle, safety ceiling, and bullet trap (and the associated hanging provisions) is the responsibility of the owner/contractor. InVeris will provide accurate submittal drawings for this purpose.
E. Unloading and/or moving/placement of InVeris' equipment into the range area.
F. Removal / disposal of existing equipment.
G. Removal / disposal of lead or other hazardous waste.
H. Relocation of existing piping, ventilation ducts, electrical conduit, etc.
I. Any customer requested special shipping or marking/labeling requirements and any related costs.
J. Specialty anchors or seismic type hanging devices.
K. Concrete pads, core cuts and/or masonry patching.

Items listed above that are specifically included with this offer: **E.**

InVeris will not be responsible for payment of the following statutory items unless specifically included as a line item at the end of this paragraph:

A. Taxes
B. Permits
C. Fees
D. Bonds
E. Licenses
F. Additional Insured
G. Other Charges

Statutory items listed above that are specifically included with this offer: **NONE**

Sales Tax:

IMPORTANT NOTE: InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.

InVeris does not claim, assert or guarantee in any way that purchased equipment is compliant with all federal, state, county, city or local "trade" or "building" codes. The owner is responsible for compliance with all local jurisdictions and codes.

Prevailing Wage Rates:

InVeris is a non-union manufacturer. InVeris will provide prevailing wages (Davis-Bacon) or pay for union workers only if specifically included as a line item below:

Not Applicable – Prevailing Wage Rates not Included

Commercial In Confidence: Use or Disclosure of Quotation Data is Subject to the Restrictions listed on Page 1 herein.

Payment Terms:

The payment amount included in the attached offer shall be payable to InVeris as follows:

- Payment Terms are 25% with placement of order and signed quotation, 25% with returned approved InVeris submittal drawings, 40% due ten (10) working days before the scheduled ship date, and the remaining 10% due upon installation, training and Owner Acceptance. Delay in payment will invalidate the quoted delivery date. Any deviation must be mutually agreed upon in writing.

Proprietary Information:

This (Proposal/Submittal/Document) contains proprietary information and is submitted for evaluation purposes, and shall not be disclosed, duplicated or reproduced, in whole or in part, without prior written consent of an authorized representative of InVeris.

All drawings, specifications and other design documents prepared by InVeris and its consultants in connection with the Project are the property of InVeris. InVeris shall retain all common law, statutory and other rights, including all copyrights, related to said design documents. Customer shall not use nor permit another party to use the design documents on other projects without the specific written consent of InVeris.

Note 1: If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification.

PLEASE SUBMIT SIGNED PROPOSAL BY EMAIL, FAX, OR MAIL TO:		
Email: ITS-ContractsMailUsers@inveristraining.com	**Fax:** 678.288.1515 Attn: Contracts Dept.	**Mail:** InVeris Training Solutions, Inc. Attn: Contracts Dept. 296 Brogdon Road Suwanee, GA 30024-8615

RECORD OF CHANGES		
Revision No.	**Date**	**Description**
1	24 May 2023	Equipment change; payment terms revised
2	19 Sept 2023	Pricing revalidated; InVeris POC updated

Commercial In Confidence: Use or Disclosure of Quotation Data is Subject to the Restrictions listed on Page 1 herein.

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tractor & Equipment Company for Komatsu mini-excavator with attachments for Public Services.
Capital equipment.

Amount of Contract:

$216,700.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230918 Tractor Agenda Package POs	Cover Memo	9/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/21/2023 - 12:54 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
14806	2023	(F7000) MOTOR POOL	KOMATSU PC88MR-11 COMPACT EXCAVATOR WITH ATTACHMENTS FOR PUBLIC SERVICES (SEALED BID 5826)	$216,700.00	(206760) TRACTOR & EQUIPMENT COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00014806-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 1

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY 2100 E I-65 SERVICE RD N MOBILE, AL 36617 Tel#251-457-8991 Fax 251-457-6003	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	206760				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2023 OR NEWER MINI EXCAVATOR COMPACT EXCAVATOR 65.9 HP TURBOCHARGED, TIER 4, NON DPF, AUTO IDLE, AUTO SHIFT, TWO SPEED TRAVEL, AUXILARY HYDRAULICS W/ARM MOUNTED. VENDOR TO PROVIDE KOMATSU PC88MR-11 MINI EXCAVATOR. VENDOR TO PROVIDE THE FOLLOWING WITH THE MINI EXCAVATOR: SOLESBUS 36 INCH TOOTHED DIGGING BUCKET WERK-BRAN 48 INCH GRADING BUCKET GROLLIA GXS 90 HYDRAULIC BREAKER FECON FMX36 36 INCH MULCHING HEAD ROBOTEC ROTATING GRAPPLE ATTACHMENT AS PER CITY OF MOBILE BID #5826 AND YOUR QUOTE Additional Description Notes --- 2023 OR NEWER MINI EXCAVATOR E88 R2 SERIES BOBCAT COMPACT EXCAVATOR 65.9 HP TURBOCHARGED, TIER 4, NON DPF, AUTO IDLE, AUTO SHIFT, TWO SPEED TRAVEL, AUXILARY HYDRAULICS W/ARM MOUNTED, LONG ARM, P65 PERFORMANCE PACKAGE, CLAMP WITH DIVERTER VALVE. REQUESTED BY 2086-PSM	1.00 EACH	216700.00000	216700.00

1 2000.80.00.0000.0000.0000.0000.0000.47010.
E E0154 .CAPEQUIPMT. . 216700.00

Bill To	Requisition 00014806-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY 2100 E I-65 SERVICE RD N MOBILE, AL 36617 Tel#251-457-8991 Fax 251-457-6003	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	206760				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 216700.00

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

Account			Amount	Remaining Budget
E E0154	.CAPEQUIPMT.	.	216700.00	3836.13

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	216700.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	09/15/23	SHONNDA SMITH	
Approved	09/15/23	JAMES DELAPP	Auto approved by: 910518244
Approved	09/15/23	CHERI BOUCHER	Auto approved by: 910518244

Bill To	Requisition 00014806-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
TRACTOR & EQUIPMENT COMPANY	MOTOR POOL - ATTN: SEAN CLARK
2100 E I-65 SERVICE RD N	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36617	AGEET@CITYOFMOBILE.ORG
Tel#251-457-8991	Delivery Reference
Fax 251-457-6003	TRAVESIA AGEE
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/18/23	206760				MOTOR POOL

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/15/23	CASI CALLAWAY		Auto approved by:	910518244
	Approved	09/18/23	SHONNDA SMITH		Auto approved by:	910518527
	Approved	09/18/23	JAMES DELAPP			
	Approved	09/18/23	CHERI BOUCHER		Auto approved by:	910518527
	Approved	09/18/23	CASI CALLAWAY		Auto approved by:	910518527
	Approved	09/15/23	BRENDA RHODES			
	Approved	09/15/23	TIFFANY HOLLINS		Auto approved by:	910511034
	Approved	09/15/23	RELYA MALLORY		Auto approved by:	910511034
	Approved	09/18/23	DONALD ROSE		Auto approved by:	9105paij
	Approved	09/18/23	SANDRA LEWIS		Auto approved by:	9105paij
	Approved	09/18/23	STEVEN KRONINGER		Auto approved by:	9105paij
	Approved	09/18/23	SAMANTHA COOLEY		Auto approved by:	9105paij
	Approved	09/18/23	JOHN PAINE			
	Approved	09/18/23	MICHAEL SPAFFORD		Auto approved by:	9105paij
	Queued	09/18/23	BRENDA RHODES		Auto approved by:	9105paij
	Queued	09/18/23	TIFFANY HOLLINS		Auto approved by:	9105paij
	Queued	09/18/23	RELYA MALLORY		Auto approved by:	9105paij
	Pending		DONALD ROSE		Auto approved by:	9105paij
	Pending		SANDRA LEWIS		Auto approved by:	9105paij
	Pending		STEVEN KRONINGER		Auto approved by:	9105paij
	Pending		SAMANTHA COOLEY		Auto approved by:	9105paij
	Pending		JOHN PAINE		Auto approved by:	9105paij
	Pending		MICHAEL SPAFFORD		Auto approved by:	9105paij

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5826
MINI EXCAVATORS

1 SOURCE POWER & EQUIPMENT	$175,205.00	LIUGONG 909CR
TRACTOR & EQUIPMENT	$228,100.00	KOMATSU PC88MR-11
VERMEER	$250,270.00	YANMAR SV100

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

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
07/18/2023	5826	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, August 4, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
APPX 1 to 2	**TRACKED MINI EXCAVATOR** Tracked Mini Excavator as per the following and attached specifications. Make_____ Model_____ Provide literature and specifications on product bid. Machine bid must meet the minimum specifications. Machines that fail to meet the minimum specifications will be rejected. Vendor shall indicate on the attached sheets where they deviate from the published specifications—whether they do not meet or exceed. Vendors shall provide factory literature proving that the machine bid meets or exceeds the minimum specifications. Upon award, the City will purchase a minimum of one (1) tracked mini excavator. Pricing shall be delivered FOB Mobile. Pricing that may change before delivery will not be accepted. Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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

Vendor will be required to provide four (4) hours of instruction on the use and maintenance of the tracked mini excavator.

Vendor will provide four (4) hours of instruction to the mechanics that will service the machine.

Pricing to be delivered pricing FOB Mobile.

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 to be firm for the six (6) month period following the award of this bid and may be extended for an additional six-month period.

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.

MINI EXCAVATOR

PRICE

MAKE_____ $_____

MODEL_____

36" TOOTHED DIGGING BUCKET

MAKE_____MODEL_____ $_____

48" GRADING BUCKET

MAKE_____MODEL_____ $_____

HYDRAULIC BREAKER

MAKE_____MODEL_____ $_____

MULCHING HEAD ATTACHMENT 50 INCH WORKING WIDTH

MAKE_____MODEL_____ $_____

WIDTH_____

ROTATING GRAPPLE ATTACHMENT

MAKE_____MODEL_____ $_____

42" BRUSH CUTTER (BUSH HOG TYPE)

MAKE_____MODEL_____ $_____

TOTAL $_____

Minimum Specifications for a Compact Excavator

	YES	NO
1. Turbocharged Diesel Engine	____	____
2. 65 hp Horsepower	____	____
3. Rubber Track System	____	____
4. 2.7mph Travel Speed	____	____
5. 19,600 lb Operating Weight	____	____
6. 86.6 in Max Width	____	____
7. 21ft Max Overall Length in Travel Position	____	____
8. Integrated Lifting Eye	____	____
9. 10020lb Rated Lifting Force	____	____
10. 8,620lbf Arm Digging Force	____	____
11. 15,130lbf Bucket Digging Force	____	____
12. 26ft 6in Reach at Ground Level	____	____
13. 15ft Digging Depth	____	____
14. 16ft 6in Max Dumping Height	____	____
15. Auxiliary Hyd System	____	____
16. Secondary Auxiliary Hyd System	____	____
17. Auxiliary Hyd Flow 25 Gal. Per Min	____	____
18. Auxiliary Hyd Pressure of 3045psi	____	____
19. Enclosed Operator cab	____	____
20. Heat and AC	____	____
21. Radio with usb port and Bluetooth	____	____
22. Hyd. Thumb	____	____

23. Dozer style push blade on chasse _____ _____

24. Hyd. controlled Quick Couple Attachment system _____ _____

25. Auxiliary hyd line quick disconnects _____ _____

26. Toothed Digging Bucket 36in. _____ _____

27. Grading Bucket 48in _____ _____

28. Hydraulic Breaker /with 3in. Nail Point tool, 750ft lbs Impact Energy, 1280 Blows per min. _____ _____

29. Munching Head Attachment with 50in. working width _____ _____

30. Rotating Grapple attachment. Grapple to be clamshell/bucket/ scoop grapple with 360-degree rotating swivel to be used for picking up trash, bulky light items, logs, etc. The excavator thumb is not considered a part of the grapple. _____ _____

31. 42in Brush Cutter (Bush hog type) _____ _____

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:10/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Fitness Service LLC for True Fitness exercise machines for Hillcrest Senior Center
General fund.

Amount of Contract:

$38,500.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20230919 Gulf Agenda Package POs	Cover Memo	9/19/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	9/21/2023 - 12:54 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
11937	2023	(2040) SENIOR AND THERAPEUTICS	TRUE FITNESS EXERCISE MACHINES FOR HILLCREST SENIOR CENTER (SEALED BID 5836)	$38,500.00	(292197) GULF COAST FITNESS SERVICE LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011937-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2040.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC	MOBILE REGIONAL SENIOR COMMUNI
8806 JEFF HAMILTON RD	3201 HILLCREST ROAD
	MOBILE, AL 36695
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-654-6107	Delivery Reference
	DEQUEL ROBINSON
	Deliver To
	MOBILE REGIONAL SENIOR COMMUNI
	3201 HILLCREST ROAD
	MOBILE, AL 36695

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/23	292197				SENIOR AND THERAPEUTICS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5836 AND YOUR BID RESPONSE			
001	TRUE CS200 TREADMILL W/2 WINDOWS	4.00 EACH	4500.00000	18000.00
	Additional Description Notes			
	.			
1	1000.50.20.2030.2040.2005.0000.0000.44020.			18000.00
	Ship To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 Delivery Reference DEQUEL ROBINSON			
	Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695			
002	TRUE ELLIPTICAL XCS 200	2.00 EACH	3900.00000	7800.00

Bill To	Requisition 00011937-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2040.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 2

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD MOBILE, AL 36695 Tel#251-654-6107	MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DEQUEL ROBINSON Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/23	292197				SENIOR AND THERAPEUTICS

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.50.20.2030.2040.2005.0000.0000.44020.			7800.00

Ship To
MOBILE REGIONAL SENIOR COMMUNI
3201 HILLCREST ROAD
MOBILE, AL 36695
Delivery Reference
DEQUEL ROBINSON

Deliver To
MOBILE REGIONAL SENIOR COMMUNI
3201 HILLCREST ROAD
MOBILE, AL 36695

003	TRUE CS200 RECUMBENT BIKE	1.00 EACH	2800.00000	2800.00
1	1000.50.20.2030.2040.2005.0000.0000.44020.			2800.00

Ship To
MOBILE REGIONAL SENIOR COMMUNI
3201 HILLCREST ROAD
MOBILE, AL 36695
Delivery Reference
DEQUEL ROBINSON

Deliver To
MOBILE REGIONAL SENIOR COMMUNI
3201 HILLCREST ROAD
MOBILE, AL 36695

Bill To	Requisition 00011937-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2040.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 3

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD MOBILE, AL 36695 Tel#251-654-6107	MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DEQUEL ROBINSON Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/23	292197				SENIOR AND THERAPEUTICS

LN	Description / Account	Qty	Unit Price	Net Price
005	TRUE FORCE BICEP/TRICEP WEIGHT MACHINE	1.00 EACH	3300.00000	3300.00
	1 1000.50.20.2030.2040.2005.0000.0000.44020.			3300.00
	Ship To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 Delivery Reference DEQUEL ROBINSON Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695			
007	TRUE FORCE AB CRUNCH/BACK	1.00 EACH	3300.00000	3300.00
	1 1000.50.20.2030.2040.2005.0000.0000.44020.			3300.00

Bill To	Requisition 00011937-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.50.20.2030.2040.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 4

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD MOBILE, AL 36695 Tel#251-654-6107	MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 HANKINSC@CITYOFMOBILE.ORG Delivery Reference DEQUEL ROBINSON Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/23	292197				SENIOR AND THERAPEUTICS

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 Delivery Reference DEQUEL ROBINSON Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695			
008	TRUE FORCE LEG EXT/LEG CURL	1.00 EACH	3300.00000	3300.00
1	1000.50.20.2030.2040.2005.0000.0000.44020.			3300.00
	Ship To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695 Delivery Reference DEQUEL ROBINSON Deliver To MOBILE REGIONAL SENIOR COMMUNI 3201 HILLCREST ROAD MOBILE, AL 36695			

Bill To	Requisition 00011937-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.50.20.2030.2040.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC	MOBILE REGIONAL SENIOR COMMUNI
8806 JEFF HAMILTON RD	3201 HILLCREST ROAD
	MOBILE, AL 36695
MOBILE, AL 36695	HANKINSC@CITYOFMOBILE.ORG
Tel#251-654-6107	Delivery Reference
	DEQUEL ROBINSON
	Deliver To
	MOBILE REGIONAL SENIOR COMMUNI
	3201 HILLCREST ROAD
	MOBILE, AL 36695

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/13/23	292197				SENIOR AND THERAPEUTICS

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			38500.00

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

Account	Amount	Remaining Budget
1000.50.20.2030.2040.2005.0000.0000.44020.	38500.00	
SENIOR & THERAPEUTICS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	09/11/23	SANDRA LEWIS	Requisition item removed, GL A
CCancelled	09/12/23	STEVEN KRONINGER	GL Allocation, GL Allocation,
Unknown	07/21/23	SANDRA LEWIS	
Rejected	07/21/23	SANDRA LEWIS	waiting on specs
Rejected	09/13/23	SANDRA LEWIS	to fix lines
Rejected	09/13/23	SANDRA LEWIS	to work on
Approved	09/19/23	DONALD ROSE	Auto approved by: 910518227
Approved	09/19/23	SANDRA LEWIS	
Approved	09/19/23	STEVEN KRONINGER	Auto approved by: 910518227
Approved	09/19/23	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	09/19/23	JOHN PAINE	Auto approved by: 910518227
Approved	09/19/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5836

EXERCISE EQUIPMENT

	EQUIPMENT	GULF COAST FITNESS SERVICE	ALWAYS IMPROVING LLC DBA FITNESS PRO	PERFORMANCE HEALTH DBA MEDCOE SUPPLY
	DELIVERY	2 WEEKS	45 DAYS	4-8 WEEKS
1	TRUE FORCE AB CRUNCH/BACK	$ 3,300.00	$ 3,475.00	$ 3,920.00
2	TRUE FORCE LEG EXTENSION/LEG CURL	$ 3,300.00	$ 3,400.00	$ 3,826.67
3	TRUE FORCE BICEPS/TRICEPS	$ 3,300.00	$ 3,400.00	$ 3,826.67
4	TRUE CS200 TREADMILL WITH TWO WINDOW	$ 4,500.00	$ 4,900.00	$ 5,632.00
5	TRUE ELLIPTICAL XCS 200	$ 3,900.00	$ 4,150.00	$ 4,765.33
6	TRUE CS200 RECUMBENT BIKE	$ 2,800.00	$ 2,575.00	$ 2,945.33
7	TRUE FITNESS, 3-TIER FLAT TRAY DUMBBELL RACK	$ 580.00	$ 700.00	$ 840.00
8	SCIFIT STEP ONE RECUMBENT STEPPER	$ 5,600.00	$ 5,500.00	$ 4,902.66
	SUB-TOTAL	$ 27,280.00	$ 28,100.00	$ 30,658.66
	MAINTENANCE	INCLUDED	$ 1,200.00	NOT SUBMITTED
	TOTAL 1ST HALF	$ 27,280.00	$ 29,300.00	
	12 SIDED NON-RUBBER DUMBBELL			
	1LB SET	$ 10.00	$ 4.52	NO BID
	2LB SET	$ 13.00	$ 9.04	NO BID
	5LB SET	$ 30.00	$ 22.56	NO BID
	10LB SET	$ 55.00	$ 45.12	NO BID
	15LB SET	$ 80.00	$ 67.64	NO BID
	30 LB SET	$ 170.00	$ 135.32	NO BID
	40LB SET	$ 200.00	$ 180.40	NO BID
	TOTAL 2ND PART	$ 558.00	$ 464.60	

ADDENDUM

August 31, 2023

RE: City of Mobile Bid #5836

Please consider the following to be Addendum to City of Mobile Bid #5836 for Exercise Equipment.

CHANGE BID OPENING DATE

FROM: SEPTEMBER 1, 2023 at 12:01 pm

TO: SEPTEMBER 8, 2023 at 12:01 pm

CHANGE/ADD TO ALL ITEMS PAGES 1-4

FROM: Vendor should include a quarterly preventative maintenance.

TO: Vendor should include twelve (12) quarterly preventative maintenance visits.

If you have any questions, please feel free to contact us at purchasing@cityofmobile.org.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

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
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
08/11/2023	5836	PARKS	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday , September 1, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.		Dollars	Cents	Dollars	Cents
Qty 1-5	**EXERCISE EQUIPMENT** TRUE FORCE AB CRUNCH/BACK NO SUBSTITION **MAKE** _____ **MODEL** _____ • Must have a minimum foot of 52.75" in length x 47.5" in width x 57" in height. • must have a minimum of weight stack options from 175 lbs. to 255 lbs. with 15 lb. increments. • must have a minimum of 4 position range of motion adjustment. • must have overhead grips and rolling back pad. • must have integrated lumbar support. • must have a large rubber coated foot platform. • must have a vinyl seat cover in black. • MUST HAVE A CHARCOAL POWER COAST FINISH Page 1 of 8					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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.

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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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

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

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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

Qty
1-5

TRUE FORCE LEG EXTENSION /LEG CURL NO SUBSTITION

MAKE _____ MODEL _____

- must have a minimum foot of 57.5" in length x 47.5" in width x 57" in height.
- must have a minimum of weight stack options from 175 lbs. to 255 lbs. with 15 lb. increments.
- must have a minimum of 4 position range ankle pad.
- must have multi-position contoured back pad with lumbar support wings and integrated head pad that functions on a one-way ratchet.
- must have 3 positions for both leg extension and the leg curl functions.
- must have a vinyl seat cover in black.
- MUST HAVE A FIXED SHIN PAD
- MUST HAVE A CHARCOAL POWER COAST FINISH

Qty
1-5

TRUE FORCE BICEPS/TRICEPS NO SUBSTITION

MAKE _____ **MODEL** _____

- must have a minimum foot of 52.75" in length x 47.5" in width x 57" in height.
- must have a minimum of weight stack options from 175 lbs. to 255 lbs. with 15 lb. increments.
- must have multi-position contoured back pad with lumbar support wings and integrated head pad that functions on a one-way ratchet.
- must rotating arm assembly.
- must have a 6-position seat with lumbar support that works by one way ratchet adjustment.
- must have a vinyl seat cover in black.
- MUST HAVE A CHARCOAL POWER COAST FINISH

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

Qty
1-5

TRUE CS200 TREADMILL WITH TWO WINDOW LCD DISPLAY
NO SUBSTITION

MAKE _____ **MODEL** _____

- Console- Two window LCD Display
- Treadmill must be equipped with emergency stop button.
- Treadmill should have dual starting and dual stop functions.
- Treadmill should have a contact heart rate monitor.
- Treadmill should have a wireless heart rate monitor by Polar.
- Treadmill should have 12 programs.
- Walking deck must be at least 1" in thickness.
- Treadmill must be a welded heavy gauge steel.
- Treadmill must be equipped with two front wheels.
- Treadmill must be equipped with an accessory tray and 2 water bottle holders.
- Treadmill must meet all regulatory approvals.
- Treadmill running surface should be no less than 60" long and 22" inches wide.
- Treadmill user weight limit should be up to 400 pounds.
- Treadmill footprint shall not exceed 83.5" in length 32" in width and 60.5" in height.
- Treadmill step-up height should not exceed 6.25" inches in height.
- -treadmill must have True Soft System deck
- -treadmill must have extended handrails
- -treadmill must have HRC cruise control
- Drive motor must be at least 4 HP.
- Incline must be able to go to 15%
- Motor must have 1000lb of thrust on incline settings.
- Roller must be 3 inches with shielded bearings.
- Side rails should have large straddle covers.
- Range of speed should be from 0.5 to 12.0 mph.
- Frame should carry a lifetime warranty.
- Motor should carry at least a 5-year warranty.
- Parts should carry a non-prorated warranty of 5 years.
- Labor should have a 3-year warranty.
- Console should carry a 3-year warranty.
- Vendor should install said equipment.
- Vendor should include a quarterly preventative maintenance.
- Treadmill shall be silver in color.

TOTAL

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Firm Name _____

By _____

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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 4 of 8						
Qty 1-5	**TRUE ELLIPTICAL XCS 200 AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ • Must be equipped with Two window LCD display console with 9 programs. • Elliptical must be equipped with Extended Handrails with Moisture-Resistant Grips • Elliptical should have Hybrid Self-Generating Brake • Elliptical should have a contact heart rate monitor. • Elliptical should have a wireless heart rate monitor by Polar. • Elliptical should equipped with a user monitoring system. • Elliptical needs to have 2 front wheels for transport. • Elliptical must have water bottle holder, accessory tray, tablet holder. • Elliptical Soft Step Cushioned Anti-Fatigue Material • Elliptical frame must be Robotically Welded Heavy-Gauge Steel • Elliptical must have Ergonomic Handles with Moisture-Resistant Sleeves • Elliptical sidestep design must contain Non-Slip Textured Pattern • Elliptical must be a welded heavy gauge steel. • Elliptical must be self-generating. • Elliptical must have stride length of 21." • Elliptical must have exercise arms that are sweat resistant material. • Foot pad should be molded anti-slip with textured pattern. • elliptical should be black in color. • Frame should carry a non-prorated warranty of 5 years. • Labor should have a 3-year warranty. • Vendor should install said equipment. • Vendor should include a quarterly preventative maintenance.						
Qty 1-5	**TRUE CS200 RECUMBENT BIKE NO SUBSTITION** **MAKE** _____ **MODEL** _____ • Must be Self-Generating • Monitor must be two window LCD. • Drive Motor must have Dual Stage Drive System with Poly-V Belts • Crank must be 1-Piece Forged Steel Crank System with Sealed Bearings • Must have Self-Generating Brake • Must have 30 Resistance Levels • Footprint of machine must be a minimum of 42" L x 25" W x 56.5" H • Must be minimum of 138 lbs. • Maximum Weight must meet 350lbs • Machine must have 2 Front Transport Wheels • Must be Robotically Welded Heavy-Gauge Steel						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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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

- Pedals must be Dual Sided and Weighted with Integrated Ratcheting Strap
- Seat must be Ergonomic Seat with 15 Position Settings
- Handlebar Must have Multi-Position with Moisture Resistant Coating
- Must have Contact Heart Rate Monitoring
- Must have Wireless Heart Rate Monitoring
- Must be Polar Compatible
- Vertical Market - 6-8 hours usage per day
- Frame Lifetime
- Parts 5 Years
- Labor 2 Year

Qty 1-5

TRUE FITNESS, 3-TIER FLAT TRAY DUMBBELL RACK, FS-24 AS PER ATTACHED SPECIFICATIONS.

MAKE _____ MODEL _____

- True Two 3-tier flat tray Dumbbell rack
- Dimension product cannot exceed: 32.5 x 48.5 x 36/80.5 cm x 121.5 cm x 92.5
- Dimension product minimum: 31.5 x 47.5 x 36/80.5 cm x 121.5 cm x 92.5
- Must have a powder coat finish in charcoal
- Must have oversized flat trays to accommodate any style of dumbbell
- Must have the angle of a top tray which will allow kettlebell storage

1-5

SCIFIT STEP ONE RECUMBENT STEPPER NO SUBSTITUTIONS

MAKE _____ MODEL _____

- must be self-generating
- Must have low voltage ac adapter.
- must have 20 resistance levels
- must have neutral starting position.
- must have seat that can be adjusted, with a swivel and recline, and can be removed for wheelchair access
- must have a horizontal monorail for the seat
- Must have handgrips that rotate at a minimum of 60 degrees radius.
- Arm length must be a minimum of 1" to 12."
- Must have a grab bar.
- Must hold a minimum of 450lb.
- Must have transport handle and wheels.
- Must have 5-year warranty on frame.
- Must have 3-year warranty on parts.
- Must have 2-year warranty on labor.
- Must have sturdy, oversized foot beds.

TOTAL

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By _____

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BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 6 of 8					
	• Must have an LCD full color touch screen display. • Must have 191 levels of resistance with 20 levels in.1 increments. • Must have one touch quick start. • Must have a usb port. • Must have a water bottle holder. • Must have a personal colling fan. • Must have 10 pre-programmed programs.					
	ALL OF THE ABOVE ITEMS ARE ALL OR NONE					

	THE FOLLOWING ITEMS TO BE AWARDED ALL OR NONE					
	12-SIDED NON-RUBBER DUMBBELL WHICH INCLUDES:					
APPX. 5-10 SETS	1 LB WEIGHTS MAKE _____ MODEL _____					
APPX. 5-10 SETS	2 LB WEIGHTS MAKE _____ MODEL _____					
APPX. 5-10 SETS	5 LB WEIGHTS MAKE _____ MODEL _____					
APPX. 1-5 SETS	10 LB WEIGHTS MAKE _____ MODEL _____					
APPX. 1-6 SETS	15 LB WEIGHTS MAKE _____ MODEL _____					
			TOTAL			

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Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 7 of 8						
APPX. 1-7 SETS	30 LB WEIGHTS MAKE _____ MODEL _____						
APPX. 1-5 SETS	40 LB WEIGHTS MAKE _____ MODEL _____						
	ALL ABOVE WEIGHTS TO BE AWARDED ALL OR NONE						
	THE FOLLOWING APPLIES TO ALL ITEMS ON THIS BID:						
	All packing and shipping debris must be removed by the installer.						
	Vendor is to install all equipment; no drop shipping of any item allowed.						
	Equipment must be pre-assembled before delivery (exception: weight machines).						
	Same day service must be available or within 12 business hours of breakdown of machine.						
	All items must come with preventive maintenance plan. A schedule of preventive maintenance must accompany bid.						
	State delivery time after the receipt of purchase order.						
	Date of delivery_____						
	Delivery time may be a consideration in the award of bid.						
	Vendor may be required to Provide Literature and Specifications on each item bid.						
	Quote delivered pricing FOB Mobile.						
				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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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

Pricing shall be firm for a 6-month period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for up to five (5) additional 6-month periods.

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 contact the Purchasing Department at purchasing@cityofmobile.org.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Relya Mallory McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To Allocate $1,742,530.00 of Municipal Government Capital Improvement Funds (Fund 2010) to several capital projects requested during the annual budget process. (See attached)

Funding Source

Project # **Discretionary Funds**

Project String 2010 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Alabama Municipal Trust - 2023 Allocation	Cover Memo	9/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	9/21/2023 - 9:30 AM
Budget	Sapp, Celia	Approved	9/21/2023 - 11:04 AM
Legal	Kern, Chris	Approved	9/21/2023 - 12:37 PM
Legal	Kern, Chris	Approved	9/21/2023 - 12:37 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:56 PM

R E S O L U T I O N

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $1,742,530.00 be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010; Revenue Code CAR01 Annual Capital Trust Revenue) to the following Capital Projects:

_____	Police-JOC Video Wall Equipment	$ 376,530.00
_____	Police-To Pave Range Shooting Areas	80,000.00
_____	Citywide Drainage Repairs	300,000.00
_____	Citywide Bridge Repairs	300,000.00
_____	Conv Ctr-Railway Corridor Sprinkler Piping	325,000.00
_____	IT-Improvements & Upgrades	31,000.00
_____	IT-Fiber Expansions, Relocations & Repairs	80,000.00
_____	GIS Equipment &Technology Upgrades	100,000.00
_____	Cruise-Hardware on Docks Certification	150,000.00

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Kim Carmody, Director of Parks & Recreation

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To provide Spire Marketing Program Proposal as shown in Exhibit A attached to this contract.

Amount of Contract:

$70,000

Effective Date of Contract:

10/1/2023

Funding Source

Project # 10042025-42010	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 - 2024 Spire LLC, Marketing Contract Resolution	Cover Memo	8/23/2023
2023-2024 Spire LLC, Marketing Contract	Cover Memo	8/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	8/23/2023 - 4:26 PM

Budget	Sapp, Celia	Approved	9/21/2023 - 11:41 AM
Legal	Kern, Chris	Approved	9/21/2023 - 12:35 PM
Legal	Kern, Chris	Approved	9/21/2023 - 12:36 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:58 PM

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 SPIRE, LLC, in an amount not to exceed $70,000.00, for a one-year period, for marketing services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED THAT the City Council of the City of Mobile, Alabama, finds that this resolution is necessary to perform essential functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Project: City of Mobile Parks and Recreation Marketing Program

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 1st day of October 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and SPIRE, LLC (sometimes hereinafter "Contractor") an Alabama Limited Liability Company, as follows:

WHEREAS, the City of Mobile desires to promote its Parks and Recreation events and programming through a coordinated social media and marketing campaign; and,

WHEREAS, the City of Mobile requires the services of a professional marketing contractor to develop and execute its campaign; and,

WHEREAS, the Contractor has proficiency and experience developing and conducting effective promotional and media campaigns in the Mobile market; 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

A. Contractor agrees that it will provide the services as described below and in the attached **Exhibit A, Spire Marketing Program Proposal**. To the extent that the terms of **Exhibit A** are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Senior Director, Parks and Recreation, or her designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

C. Contractor will provide a weekly plan for the following week of expected goals, work to be completed, products to be created, and hours to be performed and billed. Contractor will provide weekly reports of services performed, to include results, products prepared, and hours expended. It is estimated that Contractor will provide 30 hours of work per month, but such amount of work is not guaranteed unless planned, approved by the City, and documented by report and invoice.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule attached in **Exhibit A**. Contractor will work for an hourly rate $100 per hour, billable monthly. 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. Total contract amount is not to exceed $50,000.00.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for twelve months.

IV. GENERAL PROVISIONS

A. Contractor shall submit invoices to the Senior Director, Parks and Recreation, with reports of its activities and final product documents and deliverables.

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 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, 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.

G. 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.

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 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.

K. The City's representative for purposes of this Agreement is the Senior Director, Parks and Recreation. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Senior Director, Parks and Recreation
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:

Spire, LLC
501 Dauphin Street
Mobile, AL 36602

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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. 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. Evidence of such coverage is provided as **Exhibit B.**

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.

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

SPIRE, LLC

BY: _____ Date: 8/22/2023

Its PARTNER (Title)

Exhibits: A SPIRE LLL Marketing Program for City of Mobile Parks and Recreation Department
B Documentation of Insurance

SPIRE

MARKETING PROGRAM FOR

CITY OF MOBILE

PARKS AND RECREATION DEPARTMENT

PARKS AND RECREATION

SEPTEMBER 2023

ADVERTISING. DESIGN. SOCIAL MEDIA. PUBLIC RELATIONS.

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MARKETING PROGRAM
CITY OF MOBILE

PROGRAM
SPIRE will provide comprehensive, creative marketing, promotion and media planning for the City of Mobile Parks and Recreation Department and their initiatives.

The program goal will be to communicate with the Mobile community in order to:

- boost visibility/awareness
- increase attendance/reach
- cultivate audience engagement
- keep up-to-date information flowing to the community
- display strong support of the community and their needs
- present cohesive and organized messaging, both in tone and appearance
- grow online presence and reach of the City of Mobile Parks and Recreation Department as a whole while supporting the City of Mobile "brand"
- gather feedback/data to apply to future endeavors, tactics and strategy

SCOPE OF PROGRAM
This program will be applied across the appropriate media platforms, respective to the specifics of each initiative, with a strong focus on cross-platform promotion.

PROGRAM ELEMENTS
SPIRE is a full service agency and will assist with any marketing initiatives. These may include any of the following:

- Brand Strategy
- Brand Development
- Media planning and execution
- Social Media Scheduling and Execution
- CRM and Database Management
- Short Video Production
- Media Planning
- Logo Design
- Web Design
- Print & Outdoor Advertising
- Broadcast Advertising
- Digital Advertising
- Collateral Design
- Public Relations
- Comprehensive Account Management
- Detailed Analytics

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BUDGET

The budget includes 40 billable hours per month on the various aspects of this program. With a rate of $100 per hour, we anticipate $4,000 per month for the annual contract. A twelve month contract would therefore be $48,000.

40 hours per month* x $100 rate = $4,000 Monthly Payment

**Note: Any hours not used during the month may be rolled over to the following month. Likewise, any overage will be applied to hourly balance during the life of the contract.*

MEDIA

The budget also includes $22,000 for media placement. This may include print, online, radio and outdoor ads.

TOTAL ANNUAL BUDGET: $70,000

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AGREEMENT & TERMS

BUDGET

The $4,000 fee will be assessed through monthly invoices. Media budget of $22,000 will be invoiced as a single payment.

TIMING

SPIRE will commence program strategy upon execution of signed agreement and deposit received.

CREATIVE MESSAGE

Tone, design and content to be developed in concert between SPIRE and the City of Mobile. SPIRE will work with the City of Mobile to ensure total satisfaction.

CANCELLATION CLAUSE

If at any time you feel that SPIRE is not providing excellent service and value, please let us know so we can rectify. Our goal is to not tie you to us in any way, but to never give you a reason to want to use another service. Therefore, if you would like to cancel this agreement, it can be done with 60 day written notice. SPIRE reserves the right to also cancel this agreement in writing with a 60 day notice.

CITY OF MOBILE DIGITAL MEDIA POLICY

SPIRE, LLC has read, understands and will comply with the City of Mobile Digital Media Policy.

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CITY OF MOBILE PARKS AND RECREATION MARKETING CONTRACT ACCEPTED:

CITY OF MOBILE	**SPIRE, LLC**
	Carl Norman, Partner
Name	*Name*
	
Signature	*Signature*
	08-21-2023
Date	*Date*
	304 Congress Street
Mailing Address	*Mailing Address*
	MOBILE, AL 36603

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2023

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

StateFarm

Lad Drago
7623 Spanish Fort Blvd

Spanish Fort AL 365275333

CONTACT NAME: Lad Drago
PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No):
E-MAIL ADDRESS: lad.drago.pmjq@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SPIRE LLC
304 CONGRESS ST

MOBILE AL 366036410

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	ADD INSD	SUB 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 [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	93-B5-R429-1	02/27/2023	02/27/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (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)

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

This form was system-generated on 08/22/2023

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To renovate 6 of the interior elevator cabs at the Arthur R. Outlaw Convention Center

Amount of Contract:

$281,180.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Elevator Interior Renovations CN-024-23 — **Discretionary Funds**

Project String C0804 Conv Ctr-Elevator-Int Renovation (20002000-48010) — **Contract Number:**4638

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-024-23 Arthur R. Outlaw Convention Center - Elevator Interior Renovations	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/15/2023 - 10:55 AM
Capital	Rhodes, Brenda	Rejected	9/15/2023 - 11:30 AM
Architectural Engineering	Boatwright, Cassie	Approved	9/15/2023 - 4:15 PM

Capital	Rhodes, Brenda	Approved	9/18/2023 - 12:43 PM
Legal	Kern, Chris	Approved	9/20/2023 - 3:25 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:55 PM

RESOLUTION

2023

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:	INTEGRITY MAINTENANCE L.L.C.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – ELEVATOR INTERIOR RENOVATIONS
Project Number:	CN-024-23
Amount:	$281,180.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CONV CTR-ELEVATOR-INT RENOVATION

CAPITAL PROJECT #: C0804 (20002000-48010)

CONTRACT AMOUNT: $281,180.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-024-23

PROJECT DESCRIPTION: FOR THE INTERIOR RENOVATION OF 6 ELEVATOR CABS AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER ST).

VENDOR NAME: INTEGRITY MAINTENANCE L.L.C.

VENDOR NUMBER: 295931

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate_____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 9/13/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Integrity Maintenance L.L.C.
410 Hwy 43 S.
Suite F-11
Saraland, Alabama 36571

City of Mobile Business License Number: 114046
Secretary of State Registration Number:000-544-181

for the following Project:
(Name, location and detailed description)

CN-024-23 Arthur R. Outlaw Convention Center Elevator Interior Renovations Rebid
1 South Water Street
Mobile, Alabama 36602
Refurbish the interior cab of six (6) elevator cars.

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Cummings Architecture Corp.
One Houston Street
Mobile, Alabama 36606

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Eighty One Thousand One Hundred Eighty and 00/100 ($ 281,180.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:$ 281,180.00
Contingency Allowance: (N/A)
Total Bid:$ 281,180.00
Alternate: (N/A)

Total Contract Sum:

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: N/A

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in
(Table deleted)
the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Unit description	Type of unit ex. Sf, Lf, yard	

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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User Notes:

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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User Notes:

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that <Integrity Maintenance L.L.C. > has completed the contract for <CN-024-23, Arthur R. Outlaw Convention Center- Elevator Interior Renovations, 1 South Water Street Mobile, Alabama, 36602> All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

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User Notes:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jason Carter, President
410 Hwy43 S Suite F-111
Saraland, Al. 36571
Integritym.17@gmail.com
251-391-9073

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

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C. Bodily Injury by Disease $1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,

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C. Bodily Injury and Property damage — $1,000,000 combined single limit

.8 Umbrella/Excess Liability: <$2,000,000 combined single limit each occurrence for bodily injury and/or property damage> "confirm with PM"

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

Init. /

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User Notes: (1920030576)

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
A1.1	Overall Plan – Upper Concourse	May 11, 2023
A1.2	Overall Plan – Lower Concourse	May 11, 2023
A2.1	Description of Work	May 11, 2023

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	July 21, 2023
Section 01010	Summary of Work	July 21, 2023
Section 01230	Alternative Bid Items	July 21, 2023
Section 01330	Submittal Procedures	July 21, 2023
Section 016000	Materials and Equipment	July 21, 2023
Section 01635	Substitution Procedures	July 21, 2023

.5 Addenda, if any:

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Number	Date

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)

.6 Other Exhibits:

(Paragraph deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

<Should stay the same but double check>

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control 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 Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: <Integrity Maintenance L.L.C.>

Jason Carter

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

<Jason Carter, President>
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared <Jason Carter> as <President> of <Integrity Maintenance L.L.C.> and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 7th day of September, 20 23.

Odetta Woods Stutts
NOTARY PUBLIC
My Commission Expires: March 2, 2026

ODETTA WOODS STUTTS NOTARY PUBLIC STATE OF ALABAMA

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SECTION 00400

BID FORM

Copies of the following Bid Forms 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**

REF: **PROJECT NO.:** **CN-024-23**
PROJECT NAME: **Arthur R. Outlaw Convention Center- Elevator Interior Renovations**
PROJECT LOCATION: **1 South Water Street Mobile, Alabama, 36602**

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated May 30, 2023; and all Addendum (a) Number(s) #1, dated August 14th, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering 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, hereby

COMPANY NAME: Integrity Maintenance L.L.C.

ADDRESS: 410 Hwy 43 S. Suite F-111, Saraland AL. 36571 **PHONE** 251-391-9073

ALABAMA GENERAL CONTRACTOR LICENSE NO. 54240

CITY OF MOBILE BUSINESS LICENSE NO. 114046

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 000-544-181

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: 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, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Total Base Bid: $ 281,180 .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: two hundred eighty one thousand one hundred eighty dollars and zero cents

(Amount in Words) Dollars, ($ 281,180 .00)
(Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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.

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 and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Integrity Maintenance L.L.C.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jason Carter
(Printed or Typed)

TITLE President (Printed or Typed) DATE August 22nd, 2023

Sworn to and subscribed before me this 22nd day of August 2023

_____
Notary Public

ODETTA WOODS STUTTS NOTARY PUBLIC STATE OF ALABAMA

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile

Date: 7/21/2023

Name of Project: Arthur R. Outlaw Convention Center -Elevator Interior Renovations
Project Number: CN-024-23

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 24,118.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Jason Carter/ Integrity Maintenance L.L.C.

Mailing Address 410 Hwy 43 S. Suite F-111, Saraland AL. 36571

***By (Legal Signature)** Jason Carter

*Name (type or print) Jason Carter (Seal)

*Title President

Telephone Number 251-391-9073

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	Integrity Maintenance L.L.C.
Address	Type text here 410 Hwy 43 S. Suite F-111, Saraland AL. 36571
Telephone	251-391-9073
E-Mail	integritym.17@gmail.com

RFP/RFQ Solicitation Number	CN-024-23
Project Description	Elevator Interior Renovations
Is your company a DBE company?	Yes ☑ No ☐
Work force demographics	Male ✓ Female _____ Minority ✓ Non-minority _____ Vets _____ Total #of Employees 3

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter

Signature: Jason Carter Date: 7/21/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jason Carter Title: President

E-mail:_ Phone: integritym.17@gmail.com 251-391-9073

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 # CN-024-23 Your Bid/Proposal Amount $281,180 Date: 7 / 21 /2023

Description Elevator Interior Renovations

Name of Bidder/Proposer: Jason Carter/ Integrity Maintenance L.L.C.

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
Kone INC.	251-234-8105	elevator upgrades	$241,180	89%	no	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Integrity Maintenance L.L.C.

Contact Person: Jason Carter Phone 251-391-9073 Email integritym.17@gmail.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
	✓	**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.

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.
N/A		**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

Integrity Maintenance L.L.C.	
Entity ID Number	000 - 544 - 181
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/21/2019
Registered Agent Name	CARTER, JASON
Registered Office Street Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Registered Office Mailing Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Nature of Business	

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	2021 2022 2023

Transactions

Transaction Date Miscellaneous Filing Entry	02/26/2019 New Entity Effective 02-21-2019 11:18
Transaction Date Agent Mailing Address Changed From	10/21/2021 CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Transaction Date Registered Agent Changed From	10/21/2021 CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619

Scanned Documents

Document Date / Type / Pages	02/26/2019 Certificate of Formation 3 pgs.
Document Date / Type / Pages	10/21/2021 Registered Agent Change 2 pgs.

Browse Results | New Search

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

Approved by:

E-Verify Employer Agent Employer Integrity Maintenance LLC	
Name (Please Type or Print) Jason Carter	**Title**
Signature Electronically Signed	**Date** 02/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 02/09/2021

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 1640438

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Integrity Maintenance LLC
Company Facility Address	410 Hwy 43 S suite f 111 Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833067607
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2023

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
Alabama Insurance Exchange
PO Box 724728
Atlanta GA 31139

CONTACT NAME: Karen Thompson
PHONE (A/C, No, Ext): (205) 988-0800 **FAX (A/C, No):** (770) 858-7545
E-MAIL ADDRESS: karen@aieins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Western World	
INSURER B: Auto-Owners Insurance Co.	18988
INSURER C: Alabama Home Builders SIF	00004
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Intergrity Maintenance LLC
410 Hwy 43 S Ste F-111
Saraland AL 36571

COVERAGES **CERTIFICATE NUMBER:** Rev 2023 COI **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 Contract Liability Per CG0001 4/13 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	NPP8934189	05/15/2023	05/15/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
B	[X] AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	5219562000	02/28/2023	02/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EZXS3116814	05/22/2023	05/22/2024	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	35622	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# CN-024-23 Arthur R Outlaw Convention Center Elevator Interior Renovations
Contractral liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability. and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liability, auto liability and umbrella . 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement
from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER
City of Mobile
PO Box 1827
Mobile AL 36633

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michelle Kidd

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AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember C.J. Small and Mayor Stimpson

Purpose and Scope of Project:

Professional services for a new equipment building. Includes building and civil engineering, permitting, and construction administration services.

Amount of Contract:

$23,500.00

Funding Source

Project # Traffic Engineering Equipment Building BG-088-23 — **Discretionary Funds**

Project String C0886 Traffic Engineering Equipment Building (20002000-42200) — **Contract Number:**4640

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
BG-088-23_Traffic Engineering Equipment Building	Cover Memo	9/19/2023
Revised Resolution	Cover Memo	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/19/2023 - 5:26 PM
Capital	Rhodes, Brenda	Approved	9/20/2023 - 9:08 AM

Legal	Kern, Chris	Approved	9/20/2023 - 3:27 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:56 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Clark Geer Latham and Associates, Inc
Project Name:	The City of Mobile – Traffic Engineering Equipment Building
Project Number:	.BG-088-23
Amount:	.$23,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: BG-088-23 Traffic Engineering Equipment Building

CAPITAL PROJECT #: C0886 (20002000-42200)

CONTRACT AMOUNT: $23,500.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-088-23

PROJECT DESCRIPTION: Professional services for a new equipment building for the Traffic Engineering Department. (Gayle Street).

VENDOR NAME: Clark Greer Latham and Associates, Inc.

VENDOR NUMBER: 33612

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N X ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 9/19/2023

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

MOBILE ALABAMA

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 Consultant: Clark Geer Latham and Associates, Inc
3901 Spring Hill Avenue
Mobile, Alabama 36608

City of Mobile Business License No.: 16999

Secretary of State Registration No.: 000-053-482

For the following Project: The City of Mobile – Traffic Engineering Equipment Building
Gayle Street
Mobile, AL 36604

Project Number: BG-088-23

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith for a sum not to exceed Twenty Three Thousand Five Hundred and 00/100 Dollars ($23,500.00), as outlined in the Consultant's Proposal, attached.

1.1.2 The Consultant's services shall be as stated in the attached Proposal dated September 11, 2023.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause

such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Clark Geer Latham and Associates, Inc
Address:3901 Spring Hill Avenue Mobile, Alabama 36608
Phone/Fax Number: (251) 344-7073
Email address:tlatham@cglengineers.com
Name: Thomas E. Latham, P.E.
License No.: 14427-E

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Forty Five (45) calendar days from the date of the written Notice to Proceed. Deliverables shall be PDFs of original sealed Documents, along with Electronic Digital Format files for all documents, Word format documents and drawings and other applicable documents in AutoCAD format.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION: The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE: Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Exhibit 1, Insurance. If the Certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant'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.

3.1.8 Payments will be made to the Consultant monthly, upon receipt of detailed invoice.

4.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are 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. Consultant Proposal, dated 09/11/2023;
2. E-Verify Documentation;
3. Certificate of Insurance with Endorsements;

4. This Instrument (Agreement).

5.1 DISPUTE RESOLUTION

5.1.1 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.

5.1.2 This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions out of this Agreement shall be Mobile. Alabama.

6.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all consultants performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subconsultants 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. Consultants shall abide by provisions of Mobile Ordinances #02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

7.1 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."

8.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES:

By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

9.1 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.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant 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:
CONSULTANT:Clark Greer Latham & Associates Inc.

By Signature

Thomas E. Latham, P.E., President
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 **Thomas E. Latham, P.E.** as **President** of **Clark Greer Latham & Associates Inc.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of execution of contract

Sworn to and subscribed for me this 13th day of September, 2023.

NOTARY PUBLIC
My Commission Expires:

BARBARA B COBB
Notary Public
Alabama State at Large
September 6, 2026

August 30, 2023
(Revised September 11, 2023)

Ms. Cindy Klotz
City of Mobile
A/E Department

Re: City of Mobile
Electrical Shed
CGL Proposal 230203

Dear Ms. Klotz,

Clark, Geer, Latham & Associates, Inc. (CGL) appreciates the opportunity to provide this proposal to the City of Mobile for the above referenced project. Based on your emails of August 8th and 9th, 2023 and the attachments, the following is CGL's understanding of the scope of work for this project.

The City of Mobile is desiring to construct a 100'x 60' pre-engineered metal building on two lots on Gayle Street or within the current traffic engineering complex on Gayle Street. The building will have no walls or doors but will be roofed. The floor will be heavy duty concrete for truck loading. (Since the building will be on two lots; 859 Gayle Street and 863 Gayle Street, a one lot subdivision may be required) The scope of work is detailed in the City's attachment and is included as an attachment to this proposal.

SCOPE OF SERVICES

For the above scope of work CGL is proposing to provide the following scope of services to provide engineering and architectural for the following.

A. Civil Engineering to include the following:
    1. Site Geometric plan.
    2. Site Grading and Drainage plan.
    3. Site Stormwater Detention plan.
    4. Site Erosion and Sedimentation plan
    5. Section and Details
B. Architectural services to include the following:
    1. Code Data Sheet
    2. Floor Plan
    3. Exterior Elevation
    4. Sections and Details

C. Structural Engineering to include the following:
    1. Foundation
    2. Sections and Details

D. Provide Specifications
E. Provide all necessary services to submit drawings and specifications to the City of Mobile and secure City of Mobile permits.
F. Provide services during the bidding of the project.
G. Provide services, as required, during the construction phase of the project to include:
    1. Checking of shop drawings
    2. Periodic and final inspections of construction.

SERVICES NOT INCLUDED IN THIS PROPOSAL ARE AS FOLLOWS

The following services are not included in the above scope of services:
A. Environmental Testing
B. Mechanical, Plumbing, or Electrical Engineering including site utilities and site lighting.
C. Planning Commission applications and meetings.
D. One lot subdivision costs or other zoning
E. Geotechnical and surveying data are provided by the City of Mobile

COMPENSATION

CGL proposes to provide the above design services on a Time and Material basis as follows:
A. Civil Engineering - $11,000.00
B. Architecture - $4,000.00
C. Structural - $5,500.00
D. Specifications - included in D.
E. Permitting - included in D.
F. Bidding – included in D.
G. Construction - $3,000.00

STAFFING

CGL proposes to utilize following personnel, as required to work on the project

T. E. Latham, P.E.	Principle in Charge
L. S. Rice, AIA	Project Architect
E. J. Adams, P.E.	Lead Structural Engineer

TIME FRAME

Bid documents ready for bid within forty-five (45) calendar days of receipt of site survey and geotechnical data.

CONCLUSION

If this proposal is agreeable, CGL will use the City of Mobile's short form consulting contract.

Again, CGL appreciates the opportunity to provide this proposal to the City of Mobile and we look forward to working with you on this project. If there are any questions concerning the contents of this proposal, please do not hesitate to contact us.

Very truly yours,

Clark, Geer, Latham & Associates, Inc.

Thomas E. Latham, PE
President

TEL/bbc

CURRENT "HOURLY CHARGE" RATES FOR
CLARK, GEER, LATHAM & ASSOCIATES, INC.
OCTOBER 1, 2022 - SEPTEMBER 30, 2023

Employee Classification	Charge Rate	Overtime Rate
TEL - Principal	170.00	262.50
TBC – Civil/Structural Engineer	135.00	202.50
EJA – Civil/Structural Engineer	135.00	202.50
LGS - Architect	120.00	180.00
LSR – Architect	105.00	165.00
MER – Architect	95.00	142.50
KFM-Architect	95.00	142.50
FDM – Architect	95.00	142.50
DAB – Structural Engineer	115.00	172.50
CDT – Civil Engineer	100.00	150.00
CMV – Civil Engineer	95.00	142.50
CSJ – Civil Engineer	95.00	142.50
SHD – Civil Engineer	90.00	135.00
DSC – Surveyor	105.00	157.50
KSB – Inspector	105.00	157.50
RAD – Civil/Structural Draftsman (CADD)	65.00	97.50
JEH – Civil/Structural Draftsman (CADD)	60.00	90.00
LLL - Clerical	35.00	70.00
BBC - Clerical	50.00	75.00
PTD - Clerical	65.00	97.50
Outside Consultants	1.15 multiplier	

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# BG-088-23 Current Date 9 / 13 / 23

Project Description Traffic Engineering Equipment Building - Consulting Contract

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

This is professional services contract with Clark Geer Latham & Assoc. for a new equipment building.

All designwork is in house, CGL has no consultants.

Requested By (Department Director)

(Signature) Director, REAM (Title) 9/13/23 (Date)

Cassie Boatwright
Telephone Number

boatwright@cityofmobile.org
Email Address

251-208-7627

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd (Sep 18, 2023 11:36 CDT)
(Signature) **(Title)** Sep 18, 2023 **(Date)**

Approved By (CAO)

Alabama Secretary of State

Clark, Geer, Latham & Associates, Inc.	
Entity ID Number	000 - 053 - 482
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/02/1978
Registered Agent Name	LATHAM, THOMAS E
Registered Office Street Address	3901 SPRINGHILL AVE MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	CONTRACTING ENGINEERS
Capital Authorized	$5,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	CLARK, J MAC
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GREER, VASCO R JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	RUSSELL, LOUIS G III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	10/03/1988

Clark, Geer, Latham & Associates, Inc.	
Articles Of Corrections	LEGAL NAME CORRECTED
Transaction Date Legal Name Changed From	10/03/1988 Clark & Geer Consulting Engineers, Inc.
Transaction Date Legal Name Merged	10/03/1988 Latham Engineering, Inc.
Transaction Date Registered Agent Changed From	10/15/2002 * Added
Transaction Date Registered Agent Changed From	05/17/2010 CLARK, THOMAS B 762 DOWNTOWNER LOOP W MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/03/1988 · Merger 13 pgs.
Document Date / Type / Pages	10/15/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	05/17/2010 Registered Agent Change 1 pg.

New Search

Company ID Number: 510929

Approved by:

Employer CLARK, GEER, LATHAM & ASSOCIATES, INC.	
Name (Please Type or Print) Kaye Himes	Title
Signature Electronically Signed	Date 02/27/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/27/2012

Company ID Number: 510929

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	CLARK, GEER, LATHAM & ASSOCIATES, INC.
Company Facility Address	3901 SPRINGHILL AVE MOBILE, AL 36608
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630756582
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Company ID Number: 510929

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 510929

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Belinda McClinton
Phone Number	2513447073
Fax	2513439179
Email	bmcclinton@calengineers.com

Name	Kave Himes
Phone Number	2513447073
Fax	2513439179
Email	khimes@calengineers.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2023

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: Brittany Partin
PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No):
E-MAIL ADDRESS: BPartin@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Property Casualty Company Of	25674
INSURER B : The Travelers Indemnity Company	25658
INSURER C : Alabama Self-Insured Worker's Compensation Fund	
INSURER D : Midwest Employers Casualty Company	23612
INSURER E : Hiscox Insurance Company, Inc.	10200
INSURER F :	

INSURED
Clark, Geer, Latham & Associates, Inc
3901 Springhill Avenue
Mobile AL 36608
CLARGEE-01

COVERAGES **CERTIFICATE NUMBER:** 220150318 **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			680-7H267066-23-47	2/22/2023	2/22/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual						MED EXP (Any one person)	$ 5,000
	Liability						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-4R253571-23-47-G	2/22/2023	2/22/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP-3641T320-23-47	2/22/2023	2/22/2024	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			P103689AL2023	1/1/2023	1/1/2024	X PER STATUTE OTH-ER	
D	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A			PTAL-129001	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			ANE4700065.23	1/21/2023	1/21/2024	Aggregate Limit	2,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CLARGEE-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Clark, Geer, Latham & Associates, Inc 3901 Springhill Avenue Mobile AL 36608
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Umbrella is follow form.

City of Mobile – Traffic Engineering Equipment Shed, Project Number: BG-088-23, CGL Project #230204

The City of Mobile is listed as an Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability as required by written contract. General Liability, Auto Liability, and Umbrella Liability are primary and non-contributory as per written contract. A Waiver of Subrogation is provided in favor of The City of Mobile with respects to General Liability, Auto Liability, Umbrella Liability, and Workers Compensation as required by written contract. A 30 Day Notice of Cancellation is provided except for non-payment, whereas a 10 Day Notice applies.

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POLICY NUMBER: 680-7H267066-23-47 ISSUE DATE: 02/15/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 30

PERSON OR ORGANIZATION: THE CITY OF MOBILE

ADDRESS: PO BOX 1827
MOBILE, AL 36633

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**
B. **BLANKET ADDITIONAL INSURED**
C. **EMPLOYEE HIRED AUTO**
D. **EMPLOYEES AS INSURED**
E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
G. **WAIVER OF DEDUCTIBLE – GLASS**
H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
M. **BLANKET WAIVER OF SUBROGATION**
N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	Clark Geer Latham and Associates, Inc.
Project Name:	Traffic Engineering Equipment Building
Project Number:	BG-088-23
Amount:	$23,500.00

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

Approve contract with John G. Walton Construction Company, Inc. for streetscape improvement.

Amount of Contract:

$3,148,747.77

Funding Source

Project # C0721 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4641

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/20/2023 - 11:58 AM
Capital	Rhodes, Brenda	Approved	9/20/2023 - 1:53 PM
Legal	Kern, Chris	Approved	9/20/2023 - 3:35 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:55 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: US Hwy-45 Streetscape Improvement COM Project: 2022-3005-06

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Resurfacing, curb and gutter and sidewalk improvement

CONTRACT AMOUNT: $3,148,747.77

VENDOR NAME: John G. Walton Construction Company, Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 9/20/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Cory Penn

WHEREAS, bids for street resurfacing, curb and gutter, and sidewalk improvement for district 1 were received and opened on August 2, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of $3,148,747.77.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

NOW, THEREFORE, 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 contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: John G. Walton Construction Company, Inc.

Project Name: U.S. Hwy 45 Streetscape Improvement (D#1)

Project Number: 2022-3005-06

Amount: $3,148,747.77

Adopted:

_____

City Clerk

INSURANCE SERVICES, INC.
Insurance Brokers & Consultants
3160 Campus Drive ■ Suite 100 ■ Norcross Georgia 30071
(678) 252-1470 Telephone

August 28, 2023

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

Re: **John G. Walton Construction Company, Inc.**
Bond No. 9420768
Project No. 2022-3005-06 – US-45 Streetscape Improvements
Contract Price: $3,148,747.77

To Whom It May Concern:

As a representative of Fidelity and Deposit Company of Maryland regarding the abovementioned performance and payment bonds written on behalf of John G. Walton Construction Company, Inc., I give City of Mobile, Alabama the authority to date the performance and payment bonds, as well as the Power of Attorney(s) for the above referenced project.

We would appreciate you confirming the date with us for our records.

Should you have any questions, please don't hesitate to contact me at (678) 252-1470.

Kindest Regards,

Leslie A Paulsen

Leslie A. Paulsen
Senior Vice President and Attorney-In-Fact

Cc: John G. Walton Construction Company, Inc.



US-45 STREETSCAPE IMPROVEMENT

PROJECT NO. 2022-3005-06

BID DATE – AUGUST 9, 2023

CONTENTS

Advertisement for Bids I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certification ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Sign Details ..... Attachment E

Geotechnical Reports and/or Mix Designs ..... Attachment F

Tax Exemption ..... Attachment G

Form MB-05 and Form BM-174 ..... Attachment H

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, August 2, 2023 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2022-3005-06
Project:	US-45
Project Description:	US-45 Streetscape Improvements

Plans and contract documents may be inspected and obtained from Volkert, Inc. upon payment of one hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on July 28, 2023.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on July 26, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **US-45 Streetscape Improvements**, City of Mobile Project No. **2022-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES July 12TH, 19TH, AND 26TH, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **US-45 Streetscape Improvements**, City of Mobile Project No. **2022-3005-06**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:
The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once

report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

VOLKERT

Volkert, Inc.
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962

www.volkert.com

July 31, 2023

TO: ALL PLAN HOLDERS

SUBJECT: Project No. 2022-3005-06
US-45 Streetscape Improvements
From Wilson Avenue to Prichard Avenue
City of Mobile
Volkert Contract No. 1174300

ADDENDUM NO. 1

Ladies and Gentlemen:

The following revisions are hereby added as Addendum No. 1 to the referenced project plans and specifications.

1. Asphalt Fuel Index – Yes.

2. Pay item 999-X, work of similar nature is added to the plans with a cost of $25,000.

3. The following sheets had updates to them: 2H, 3-3F, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 20-29, 40, 94, 113, and 116.

THIS ADDENDUM MUST BE ACKNOWLEDGED WITH A SIGNED COPY IN YOUR BID PACKAGE. THIS SIGNED ACKNOWLEDGEMENT AND THE REVISED CONTRACT DOCUMENTS SHOULD BE STAPLED TO THE INSIDE FRONT COVER OF THE BID DOCUMENT.

Should you have any questions or require additional information, please submit all questions via letter, fax or e-mail so that they can be distributed to all contractors.

Sincerely,
VOLKERT, INC.

Karman Richardson, P.E., CPESC

Acknowledgement of Addendum 1: _____ Date: 8/1/2023
Please sign acknowledgement page only and email to Karman Richardson at karman.richardson@volkert.com prior to Friday, August 4, 2023 at 12:00 pm.

VOLKERT

Volkert, Inc.
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962

www.volkert.com

August 7, 2023

TO: ALL PLAN HOLDERS

SUBJECT: Project No. 2022-3005-06
US-45 Streetscape Improvements
From Wilson Avenue to Prichard Avenue
City of Mobile
Volkert Contract No. 1174300

ADDENDUM NO. 2

Ladies and Gentlemen:

The following revisions are hereby added as Addendum No. 2 to the referenced project plans and specifications.

1. The handrail and base plates can be aluminum, but anchor bolts will still need to be used.

2. Air spading note is added as Note 303.

3. Updated bid tabulation form.

4. Updated Sheet 37 of the construction contract.

5. Excel bid tabulation file. It is the contractor's responsibility to ensure the info is correct.

THIS ADDENDUM MUST BE ACKNOWLEDGED WITH A SIGNED COPY IN YOUR BID PACKAGE. THIS SIGNED ACKNOWLEDGEMENT AND THE REVISED CONTRACT DOCUMENTS SHOULD BE STAPLED TO THE INSIDE FRONT COVER OF THE BID DOCUMENT.

Should you have any questions or require additional information, please submit all questions via e-mail so that they can be distributed to all contractors.

Sincerely,
VOLKERT, INC.

Karman Richardson, P.E., CPESC

Acknowledgement of Addendum 2: _____ Date: 8/7/2023

Please sign acknowledgement page only and email to Karman Richardson at karman.richardson@volkert.com prior to Wednesday, August 9, 2023 at 12:00 pm.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8/9/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the ENGINEER, as well as the premises

Project Name: US-45
Project No: 2022-3005-06
Project Description: US-45 Streetscape Improvements
Major work items include: Resurfacing, curb and gutter, and sidewalk

The Bidder further agrees to construct the improvements in 250 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on July 28, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201A002	1	LUMP SUM	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID $8000 PER ACRE)(APPROX 1 ACRE)	Eight Thousand Dollars and No Cents	$8,000.00	$8,000.00
206C000	966	SQUARE YARD	REMOVING CONCRETE SIDEWALK	Eleven Dollars and Three Cents	$11.03	$10,654.98
206C001	6396	SQUARE YARD	REMOVING CONCRETE PAVEMENT & BITUMINOUS CONCRETE PAVEMENT	Seven Dollars and Forty Three Cents	$7.43	$47,522.28
206C002	19	SQUARE YARD	REMOVING CONCRETE SLOPE PAVING	Fifteen Dollars and Twenty Five Cents	$15.25	$289.75
206C010	862	SQUARE YARD	REMOVING CONCRETE DRIVEWAY	Eleven Dollars and Eleven Cents	$11.11	$9,576.82
206C021	20	SQUARE YARD	REMOVING CONCRETE STEPS	Fourteen Dollars and Forty Nine Cents	$14.49	$289.80
206D001	311	LINEAR FOOT	REMOVING GUARDRAIL	Five Dollars and Seventy Five Cents	$5.75	$1,788.25
206D002	652	LINEAR FOOT	REMOVING CURB	Eleven Dollars and Thirty Two Cents	$11.32	$7,380.64
206D003	608	LINEAR FOOT	REMOVING CURB AND GUTTER	Eleven Dollars and Thirty Nine Cents	$11.39	$6,925.12
206D005	230	LINEAR FOOT	REMOVING GUTTER	Twelve Dollars and Ninety Six Cents	$12.96	$2,980.80
206D008	36	LINEAR FOOT	REMOVING RETAINING WALL	Sixteen Dollars and Ten Cents	$16.10	$579.60

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206E003	3	EACH	REMOVING MANHOLES	Five Hundred Twenty One Dollars and Sixty One Cents	$521.61	$1,564.83
206E006	7	EACH	REMOVING TREES	Five Thousand Two Hundred Sixteen Dollars and Four Cents	$5,216.04	$36,512.28
	1	DAY	AIR SPADE FOR TREE ROOTS	Six Thousand Five Hundred Twenty Three Dollars and Forty Three Cents	$6,523.43	$6,523.43
206E007	28	EACH	REMOVING INLETS (PARTIAL)	Eight Hundred Sixty Nine Dollars and Thirty Four Cents	$869.34	$24,341.52
206E008	6	EACH	REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	Four Hundred Two Dollars and Fifty Cents	$402.50	$2,415.00
206E028	1	EACH	RELOCATING EXISTING SIGN	Three Thousand One Hundred Ninety Nine Dollars and Ten Cents	$3,199.10	$3,199.10
209A000	2	EACH	MAILBOX RESET, SINGLE	One Hundred Forty Two Dollars and Eighty Cents	$142.80	$285.60
210A000	5912	CUBIC YARD	UNCLASSIFIED EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	Twenty Six Dollars and Eighty Six Cents	$26.86	$158,796.32
210D001	500	CUBIC YARD	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	Twenty Eight Dollars and Seventy Seven Cents	$28.77	$14,385.00
214A000	101	CUBIC YARD	STRUCTURE EXCAVATION	Thirty Two Dollars and Seven Cents	$32.07	$3,239.07
214B001	32	CUBIC YARD	FOUNDATION BACKFILL, COMMERCIAL	One Hundred Forty Dollars and Fifty Five Cents	$140.55	$4,497.60

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
301A012	8461	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Thirty Nine Dollars and Thirty Five Cents	$39.35	$332,940.35
401A000	4121	SQUARE YARD	BITUMINOUS TREATMENT A	One Dollar and Forty One Cents	$1.41	$5,810.61
405A000	685	GALLON	TACK COAT	Four Dollars and Eighty Cents	$4.80	$3,288.00
408A052	17075	SQUARE YARD	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	Two Dollars and Thirty Three Cents	$2.33	$39,784.75
424A360	1492	TON	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	One Hundred Nine Dollars and Ninety Eight Cents	$109.98	$164,090.16
424B651	515	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Thirty One Dollars and Thirty Three Cents	$331.33	$170,634.95
424B655	500	TON	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Two Hundred Twenty Seven Dollars and Seventy Eight Cents	$227.78	$113,890.00
424B681	515	TON	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	Three Hundred Thirty One Dollars and Thirty Three Cents	$331.33	$170,634.95
502A000	6467	POUND	STEEL REINFORCEMENT	Four Dollars and Sixty Cents	$4.60	$29,748.20
517D000	70	LINEAR FOOT	SIDEWALK HANDRAIL	Two Hundred One Dollars and Twenty Five Cents	$201.25	$14,087.50
524A011	46	CUBIC YARD	CULVERT CONCRETE (CAST IN PLACE)	Two Thousand Seven Hundred Forty Five Dollars and Eighty Cents	$2,745.80	$126,306.80

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
529A010	769	SQUARE FOOT	RETAINING WALL	Ninety One Dollars and Eighty Five Cents	$91.85	$70,632.65
530A001	24	LINEAR FOOT	18" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Eighty Seven Dollars and Forty Eight Cents	$187.48	$4,499.52
534E001	2988	LINEAR FOOT	CLEANING EXISTING PIPE (LESS THAN OR EQUAL TO 48" HORIZONTAL OPENING)	Thirty Four Dollars and Fifty Cents	$34.50	$103,086.00
534F000	123	LINEAR FOOT	CLEANING EXISTING CULVERT (GREATER THAN 48" HORIZONTAL OPENING)	Thirty Four Dollars and Fifty Cents	$34.50	$4,243.50
600A000	1	LUMP SUM	MOBILIZATION	Two Hundred Twenty Thousand Eighty One Dollars and Forty Three Cents	$220,081.43	$220,081.43
614A000	5	CUBIC YARD	SLOPE PAVING	Seven Hundred Fifty Six Dollars and Fifty Five Cents	$756.55	$3,782.75
618A000	3269	SQUARE YARD	CONCRETE SIDEWALK, 4" THICK	Eighty Dollars and Seventy Nine Cents	$80.79	$264,102.51
618A001	642	SQUARE YARD	CONCRETE SIDEWALK, 6" THICK (INCLUDES WIRE MESH)	Ninety One Dollars and Seventy One Cents	$91.71	$58,877.82
618B003	425	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	Ninety One Dollars and Seventy One Cents	$91.71	$38,976.75
618C001	45	EACH	DETECTABLE WARNING SURFACE (2' X 5')	Three Hundred Forty Five Dollars and No Cents	$345.00	$15,525.00
618D000	42	EACH	CURB RAMP (ALL TYPES)	Two Thousand One Hundred Eighty Five Dollars and No Cents	$2,185.00	$91,770.00

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621A013	2	EACH	JUNCTION BOXES, TYPE SPECIAL	Three Thousand Nine Hundred Twenty Six Dollars and Seventy Eight Cents	$3,926.78	$7,853.56
621C018	3	EACH	INLETS, TYPE S2 OR S4 (2 WING)	Five Thousand Six Hundred Seventy Two Dollars and Thirty Five Cents	$5,672.35	$17,017.05
621C053	2	EACH	INLETS, TYPE SPECIAL (PARTIAL)	Three Thousand Five Hundred Seventy Six Dollars and Fifty Cents	$3,576.50	$7,153.00
621C109	2	EACH	INLETS, TYPE PD	Nine Thousand Two Hundred Eighty Four Dollars and Eighty Six Cents	$9,284.86	$18,569.72
621C114	23	EACH	INLETS, TYPE S1 OR S3 (1 WING) (PARTIAL)	Three Thousand Four Hundred Fifty Dollars and No Cents	$3,450.00	$79,350.00
621C118	1	EACH	INLETS, TYPE S2 OR S4 (2 WING) (PARTIAL)	Three Thousand Four Hundred Fifty Dollars and No Cents	$3,450.00	$3,450.00
621C161	1	EACH	GRATE INLETS	Three Thousand Nine Hundred Fifty Eight Dollars and Seventy Three Cents	$3,958.73	$3,958.73
621C171	1	EACH	GRATE INLETS (PARTIAL)	Two Thousand Five Hundred Thirty Dollars and No Cents	$2,530.00	$2,530.00
621C172	1	EACH	INLETS, TYPE PD (PARTIAL)	Three Thousand Six Hundred Eighty Dollars and No Cents	$3,680.00	$3,680.00
621E003	4	EACH	MANHOLES, TYPE SPECIAL (PARTIAL)	Two Thousand Three Hundred Dollars and No Cents	$2,300.00	$9,200.00
623A000	1946	LINEAR FOOT	CONCRETE GUTTER	Fifty Seven Dollars and Thirty Five Cents	$57.35	$111,603.10

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
623C003	6182	LINEAR FOOT	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Dollars and Ninety Four Cents	$20.94	$129,451.08
630C080	6	EACH	GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	Three Thousand Nine Hundred Ten Dollars and No Cents	$3,910.00	$23,460.00
637A001	195	LINEAR FOOT	NEW FENCE (INCLUDES ALL TYPES)	Fifty Seven Dollars and Fifty Cents	$57.50	$11,212.50
650A000	1000	CUBIC YARD	TOPSOIL	Seventy Five Dollars and Five Cents	$75.05	$75,050.00
652C000	2	ACRE	MOWING	One Hundred Forty Six Dollars and Sixty Four Cents	$146.64	$293.28
654A000	4850	SQUARE YARD	SOLID SODDING (MATCH EXISTING)	Five Dollars and Seventy Six Cents	$5.76	$27,936.00
659C001	1000	SQUARE YARD	EROSION CONTROL PRODUCT, TYPE S3	Four Dollars and Forty Six Cents	$4.46	$4,460.00
665A000	2	ACRE	TEMPORARY SEEDING	One Thousand Two Hundred Fifty Two Dollars and Eighty Six Cents	$1,252.86	$2,505.72
665B001	6	TON	TEMPORARY MULCHING	Five Hundred Twenty Four Dollars and Eighteen Cents	$524.18	$3,145.08
665E000	1000	SQUARE YARD	POLYETHYLENE	Two Dollars and Twenty Six Cents	$2.26	$2,260.00
665F000	25	EACH	HAY BALES	Eighteen Dollars and Thirty Three Cents	$18.33	$458.25

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665G000	25	EACH	SAND BAGS	Ten Dollars and Fifteen Cents	$10.15	$253.75
665J002	500	LINEAR FOOT	SILT FENCE	Four Dollars and Forty Cents	$4.40	$2,200.00
665O001	500	LINEAR FOOT	SILT FENCE REMOVAL	One Dollar and Seventy Eight Cents	$1.78	$890.00
665P005	10	EACH	INLET PROTECTION, STAGE 3 OR 4	Five Hundred Seventy Three Dollars and Thirty Four Cents	$573.34	$5,733.40
665Q002	1392	LINEAR FOOT	WATTLE	Eight Dollars and Thirty Eight Cents	$8.38	$11,664.96
674A000	500	LINEAR FOOT	CONSTRUCTION SAFETY FENCE	Four Dollars and Thirty Six Cents	$4.36	$2,180.00
701A227	2	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Thousand Three Hundred Eighteen Dollars and Seventy Five Cents	$5,318.75	$10,637.50
701A230	2	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Five Thousand Three Hundred Eighteen Dollars and Seventy Five Cents	$5,318.75	$10,637.50
701A244	2	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Three Thousand Two Hundred Two Dollars and Seventy Five Cents	$3,202.75	$6,405.50
701B207	100	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	Two Dollars and Thirty Cents	$2.30	$230.00
701C000	2	MILE	BROKEN TEMPORARY TRAFFIC STRIPE	One Thousand Ninety Two Dollars and Fifty Cents	$1,092.50	$2,185.00

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
701C001	9	MILE	SOLID TEMPORARY TRAFFIC STRIPE	One Thousand Four Hundred Ninety Five Dollars and No Cents	$1,495.00	$13,455.00
701D007	9	MILE	SOLID TRAFFIC STRIPE REMOVED (PAINT)	One Thousand One Hundred Fifty Dollars and No Cents	$1,150.00	$10,350.00
701D014	2	MILE	BROKEN TRAFFIC STRIPE REMOVED (PAINT)	Nine Hundred Seventy Seven Dollars and Fifty Cents	$977.50	$1,955.00
703A002	1296	SQUARE FOOT	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	Eight Dollars and Five Cents	$8.05	$10,432.80
703B002	90	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	Eight Dollars and Five Cents	$8.05	$724.50
703C000	389	SQUARE FOOT	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PAINT)	Three Dollars and Forty Five Cents	$3.45	$1,342.05
703D001	1398	SQUARE FOOT	TEMPORARY TRAFFIC CONTROL MARKINGS	Two Dollars and Thirty Cents	$2.30	$3,215.40
705A023	207	EACH	PAVEMENT MARKERS, CLASS C, TYPE 2-D	Six Dollars and Ninety Cents	$6.90	$1,428.30
705A030	15	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	Six Dollars and Ninety Cents	$6.90	$103.50
705A037	194	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Ninety Cents	$6.90	$1,338.60
730H001	702	LINEAR FOOT	LOOP WIRE	Eleven Dollars and Nineteen Cents	$11.19	$7,855.38

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740B000	593	SQUARE FOOT	CONSTRUCTION SIGNS	Twelve Dollars and Thirteen Cents	$12.13	$7,193.09
740D000	216	EACH	CHANNELIZING DRUMS	One Hundred Six Dollars and Eighty Four Cents	$106.84	$23,077.44
740E000	50	EACH	CONES (36 INCHES HIGH)	Fifty Three Dollars and Twenty Nine Cents	$53.29	$2,664.50
740F002	20	EACH	BARRICADES, TYPE III	Five Hundred Nine Dollars and Forty Cents	$509.40	$10,188.00
740G000	4	EACH	BARRICADES, TYPE I, (PORTABLE, 24 INCHES WIDE)	Two Hundred Nine Dollars and Fifty Nine Cents	$209.59	$838.36
740M001	50	EACH	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
741C010	2	EACH	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	Three Thousand Four Hundred Ninety Five Dollars and Fifty Five Cents	$3,495.55	$6,991.10
742A001	2	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Nine Thousand Eight Hundred Eighty Nine Dollars and Forty Four Cents	$9,889.44	$19,778.88
745A000	40	HOUR	UNIFORMED POLICE OFFICER	Fifty Seven Dollars and Fifty Cents	$57.50	$2,300.00
999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	Twenty Five Thousand Dollars and No Cents	$25,000.00	$25,000.00
SPO-1	2	EACH	PROJECT SIGN	One Thousand One Hundred Seventy Nine Dollars and Thirty Five Cents	$1,179.35	$2,358.70

ADDENDUM #2
Project No. 2022-3005-06
US-45 Streetscape Improvements

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
			TOTAL PAY-GO BID	Three Million One Hundred Forty Eight Thousand Seven Hundred Forty Seven Dollars and Seventy Seven Cents		$3,148,747.77

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.

SIGNATURE John G Walton

DATE 8/9/2023

Base Bid

Total (All items listed in Proposal) $3,148,747.77

Written in words three million one hundred forty-eight thousand and seven hundred forty-seven & seventy-seven cents

Number of working days to complete 250

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G Walton
President
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Blake Lamont
Secretary
Blake Lamont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

John G Walton
Treasurer
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Blake Lamont
Secretary

20293
State License Number

SEAL

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.
(Name of Contractor)
1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689
(Address)
as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Name of Surety)
1299 ZURICH WAY, SCHAUMBURG, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **US-45 STREETSCAPE IMPROVEMENTS, City of Mobile Project No. *2022-3005-06.***

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered AUGUST 2, 2023 (Date)
JOHN G. WALTON CONSTRUCTION COMPANY, INC. (Contracting Firm)
Witness as to Principal By: _____ (SEAL)
FIDELITY AND DEPOSIT COMPANY OF MARYLAND (Name of Surety)
COUNTERSIGNED: _____
LESLIE A. PAULSEN, ATTORNEY-IN-FACT
Alabama Resident Agent By N/A

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN **all of Norcross, Georgia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 05th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 2nd day of August, 2023.







MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we John G. Walton Construction Company, Inc. as Principal and Fidelity and Deposit Company of Maryland as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Three Million One Hundred Forty Eight Thousand Seven Hundred Forty Seven And 77/100 Dollars ($3,148,747.77) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 2023 (hereinafter called the Contract) for Project No. 2022-3005-06 US-45 Streetscape Improvements which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Leslie A. Paulsen as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 2023.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Co., Inc.
(Corporate Name)

BY: John G Walton
(Signature)

ATTEST: John G. Walton
(Print)

(Signature)

Shaun Stapleton (Print) ITS: President
(Title)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

ATTEST: Leslie A. Paulsen
(Print)

(Signature)

Krystle Sharp (Print) ITS: Attorney-In-Fact
(Title)

ITS: Bond Account Executive

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ITEM VI
PERFORMANCE BOND

Bond No. 9420768

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Three Million One Hundred Forty Eight Thousand Seven Hundred Forty Seven And 77/100 dollars ($ 3,148,747.77), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2023, entered into a Contract with the Owner for Project No. 2022-3005-06 - US-45 Streetscape Improvements which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2023.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

John G. Walton Construction Co., Inc.
(Corporate Name)

BY: John G Walton
(Signature)

John G. Walton
(Print)

ATTEST:
Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: President
(Title)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

ATTEST:
Krystle Sharp
(Signature)

Leslie A. Paulsen
(Print)

Krystle Sharp (Print)

ITS: Attorney-In-Fact
(Title)

ITS: Bond Account Executive
(Title)

Corporate Seal

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN **all of Norcross, Georgia,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 05th day of July, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2023.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: 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.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto. including all owned . non-owned, and hired vehicles, with a $1,000,00 0 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2.000.000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile. certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006

Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be adjustment to fuel or asphalt index for this project.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials,

equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites 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; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.

50. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

53. At intersections, driveways, and all turnouts, the City Project Inspectors and/or its Engineer shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, sidewalk ramp construction, and ADA compliance.

54. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

55. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.

56. On some streets, a "ski pole" will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.

57. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.

58. Prior to resurfacing, the water and sewer manholes and valve covers will be raised by Mobile Area Water & Sewer System. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.

59. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

60. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.

61. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

64. Gutter cleaning will be a subsidiary obligation of 429-A1 Improved Bituminous Concrete Wearing Surface.

65. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John G. Walton, whose name is signed to the foregoing instrument in the capacity of President of John G. Walton Construction Co., Inc. and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 19th day of September, 2023.

NOTARY PUBLIC My Commission Expires:



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ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Co., Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: US-45
Project No: 2022-3005-06
Project Description: US-45 Streetscape Improvements
Major work items include: Resurfacing, curb and gutter, and sidewalk

City of Mobile Project Number **2022-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 3,148,747.77) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Volkert, Inc.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is 2023 CIP. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the 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.

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: **(IF CORPORATION)**

John G. Walton Construction Co., Inc. (Print)

BY: John D Walton

ITS PRESIDENT

John G. Walton (Print)

ATTEST:

_____

ITS SECRETARY

Blake Lamont (Print)

9/1/2023

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*: SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. SECTION 424 SUPERPAVE *BITUMINOUS CONCRETE, PAY ITEMS 424-A360, 424B651, 424B655, 424B681* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

424.01

Description
This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2018 edition. General requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

424.02

Materials
Materials shall conform to Section 410 and section 424.02 Materials of the 2018 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

424.03

Basis of Payment
Superpave Bituminous Concrete will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2018 ALDOT Standard Specifications for Highway Construction.

7. ITEM 618-D *HANDICAP RAMPS*

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-C and are not included in Pay Item 618-D.

8. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

9. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

(SEE PROJECT PLAN SET)

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2023

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 Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	**CONTACT NAME:** Kelli Smith **PHONE (A/C, No, Ext):** 251-340-1771 **FAX (A/C, No):** 251-470-1050 **E-MAIL ADDRESS:** Kelli.smith@cadenceinsurance.com
INSURED JOHNGWA-01 John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Co — 16535 **INSURER B :** AlaComp — 18864 **INSURER C :** Berkley National Insurance Company — 38911 **INSURER D :** Midwest Employers Casualty Company — 23612 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1895195279 **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:			GLO451086403	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP440192403	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 0			AUC023068107	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B D	**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		WC10000178672023A PBAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	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
C	Rented/Leased Equipment			MIM103990552	12/31/2022	12/31/2023	Each Item Catastrophe	500,000 1,500,000

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 only applies where required by written contract and is subject to the full policy terms and conditions.
Project: 2022-3005-06
Additional Insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability per form U-GL-1175-F CW (04/13) and Auto Liability per form U-CA-424-H CW (10/21) but only as required by a written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per form U-GL-925-B CW (12/01) and Auto Liability per form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applies in favor of City of Mobile with respects to General Liability per form U-GL-1521-B CW (01/19) and Auto Liability per form U-CA-832-A CW (01/13) but only as required by written contact.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage:**

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Contractors Liability Supplemental Coverages And Conditions

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet

(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph **(2)** of Exclusion **2.g. Aircraft, Auto Or Watercraft** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and

(b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

2. The paragraph directly following Paragraph **(6)** in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section **III** – Limits Of Insurance.

3. Paragraph **6.** of Section **III – Limits Of Insurance** is replaced by the following:

   6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph **a.** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

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a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph **(ii)** under Paragraph **4.b.(1)** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions** is replaced by the following:

(ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **C.** shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section **II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises.

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

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b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section **II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

b. This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section **III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

The insurance provided by this Paragraph **E.** shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion **e.** of Section **I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(1) Liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Liability for "personal and advertising injury" if:

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(a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and

(b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and

(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph **d.** and the second to last paragraph under Paragraph **2.** of **Supplementary Payments – Coverages A** and **B** are replaced by the following:

d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph **f.** and **f.(1)** through **f.(3)** of the "insured contract" definition under the **Definitions** Section is replaced by the following:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies a person or organization for "personal and advertising injury":

(a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or

(b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or

(5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

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H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

(1) Fail to disclose all hazards existing at the inception of this policy; or

(2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

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"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section **III – Limits of Insurance**:

1. Subject to Paragraph **2.** or **3.** above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph **2.** above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs **1.** and **2.** above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
   a. The single highest Coverage Part or policy General Aggregate Limit; or
   b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit,

   whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph **4. Other Insurance** under Section **IV – Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs **1.**, **2.**, and **3.** above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph **a.(1)** of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.

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Fungi Or Bacteria Exclusion Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4510864-02	Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

1. "Fungi" or "bacteria"; or
2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".

B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.

C. For the purposes of this exclusion, the following definitions are added:

1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
2. "Spores" means reproductive bodies produced by or arising out of "fungi".
3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; 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.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	$ INCL	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition:**

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	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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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	**John G. Walton Construction Co., Inc.**
Address	**P.O. Box 81222 Mobile, AL 36689**
Telephone	251-342-6250
E-Mail	Shawn@johngwalton

RFP/RFQ Solicitation Number	2022-3005-06
Project Description	US-45 Streetscape Improvement
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5% Total #of Employees 130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton

Signature: John D Walton Date: 8/9/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Debra Balams Title: Payroll Manager

Email: debra@johngwalton.com Phone: 251-342-6250

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company John G. Walton Construction Co., Inc. Your Bid/Proposal Amount $ 3,148,747.77 Date: 8 / 9 / 2023 Description US-45 Streetscape Improvement

Name of Bidder/Proposer: John G. Walton Construction Co., Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
TK Peavy & Son	251-404-7759	Concrete	540,650.00	17.2%	No	
J. Moore Construction Co.	251-623-2650	Concrete	418,041.00	13.3%	Yes	
Inline	251-510-4413	Electrical	7720.00	0.25%	No	
Coastal Environmental	251-510-1469	Erosion	54,680.00	1.74%	Yes	
C&H Contruction Services	251 973-9500	Guardrail/Signage	30,000.00	0.95%	No	
Smith Industrial Services	251-243-1964	Pipe Cleaning	102,830.00	3.3%	No	
[redacted]						
Renfroe, Hibberts & Co	251-680-5881	Striping	72,230.00	2.3%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton Phone 251-342-6250 Email shaun@johngwalton.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT	
FEB	MAY	AUG	NOV	FINAL _____
MARCH	JUNE	SEPT	DEC	

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

John G Walton

CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 9th day of August, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Shaun Stapleton

Signature and Seal of Notary Public

SHAUN STAPLETON
MY COMMISSION EXPIRES
JULY 30, 2024
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-3005-06
US-45 STREETSCAPE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____ _____
Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. **2022-3005-06**
US-45 STREETSCAPE IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

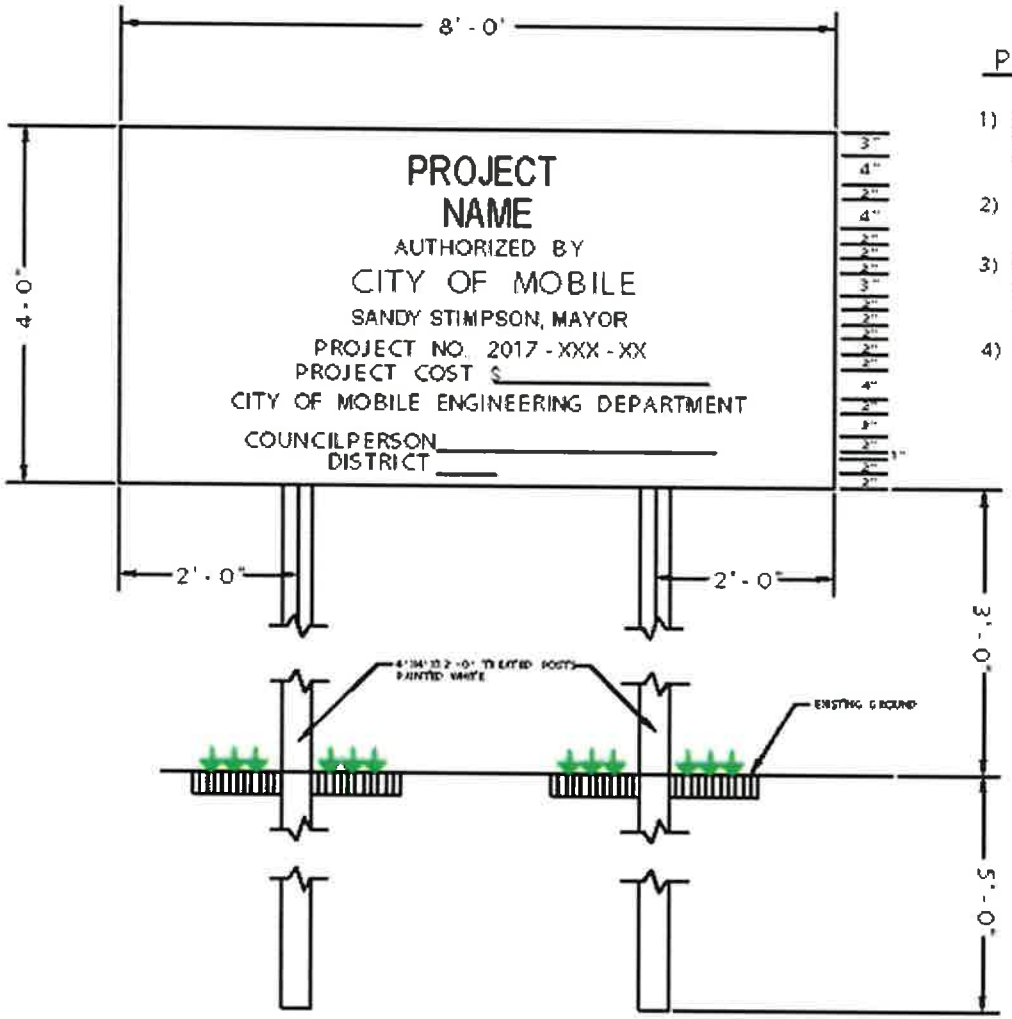
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SIGN DETAILS



PROJECT SIGN DETAIL

1) Sign shall be constructed of 3/4"exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel.

2) Sign to be placed at location directed by the Engineer.

3) Sign to 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 and not on a board nailed to the sign.

Note: This detail is provided as an example only. Text will be project specific.

ATTACHMENT "F"

GEOTECHNICAL REPORTS AND/OR MIX DESIGNS

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 8/9/2023

Name of Project: US-45 STREETSCAPE IMPROVEMENTS
Project Number: 2022-3005-06

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$ 40,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder John G. Walton Construction Co., Inc.
Mailing Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** John D Walton

*Name (type or print) John G. Walton (Seal)

*Title President

Telephone Number 251-342-6250

ATTACHMENT "H"

FORM MB-05
AGREEMENT FOR GRADING AND'OR LANDSCAPING ON RIGHT OF WAY

FORM BM-174
BOND FOR PERFORMANCE OF THE WORK

ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY

County **Mobile**

Route Number **AL-17/US-45**

Milepost **2.31 to 3.09**

FOR OFFICIAL USE ONLY
DATE RECEIVED FROM APPLICANT: __/__/____
PERMIT NUMBER: _____

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents **Project plans**

THIS AGREEMENT is entered into this the _____ day of _____, 20_____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT and _____, hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT proposes to grade and/or landscape ALDOT Right of Way located and described as follows: **Grading and landscaping necessary to fulfill the requirements of the City of Mobile contract for the US Highway 45 Streetscape Improvement project from Wilson Avenue to Prichard Avenue (Project #2022-3005-06). Including curb and gutter installation, culvert extensions, sidewalk replacement and installation, inlet modifications, and stormwater pipe installation.**

NOW, THEREFORE, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

2. All work shall be subject to the inspection and approval of ALDOT and located as shown on the approved plans previously submitted to ALDOT which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work, at all times, by the APPLICANT.

4. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be top-soiled and re-vegetated by the APPLICANT in accordance with the standard specifications of ALDOT.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

9. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

10. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

The APPLICANT will provide proof of applicable permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of storm-water construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

11. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the APPLICANT to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

12. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

13. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in ALDOT.

14. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

15. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of ALDOT.

16. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

17. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

18. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

19. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of $_____ (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 16. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

20. Indemnification Provisions. Please check the appropriate type of applicant:

By entering into this agreement, the APPLICANT is not an agent of the State, its officers, employees, agents or assigns. The APPLICANT is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

☐ If the applicant is an incorporated municipality or gas district then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

☐ If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

☐ If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term or its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

☒ If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

21. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized. Witness our hands and seals, this the _____ day of _____, 20____.

_____
Legal Name of Applicant

WITNESS:

_____

By: _____
Authorized Signature and Title for Applicant

_____
Typed or Printed Name of Signee

_____
Address Line 1

_____
Address Line 2

_____
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____	_____	_____
	Printed Name	Signature	Date
AREA:	_____	_____	_____
	Printed Name	Signature	Date
REGION:	_____	_____	_____
	Printed Name	Signature	Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ **CENTRAL OFFICE**
- ☐ **REGION**
- ☐ **AREA**
- ☐ **DISTRICT**

By:	_____	_____	_____
	Printed Name	Signature	Date

BOND
FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA
MONTGOMERY COUNTY

PERMIT NUMBER: _____
BOND NUMBER: _____

KNOWN ALL MEN BY THESE PRESENTS: That we _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the ALABAMA DEPARTMENT OF TRANSPORTATION, in the penal sum of _____ for the payment for which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals, this the _____ day of _____, 20____.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound principal hereon, Namely, _____ this day entered into a permit Contract as applicant with the ALABAMA DEPARTMENT OF TRANSPORTATION for work on highway right of way, attached hereto and incorporated herein, required by the Department as provided for in the permit contract, to be performed in **Mobile** County, Alabama, Highway Number **17**, a copy of which permit Contract is hereto attached.

NOW, THEREFORE, in the event the said _____, as such applicant shall faithfully and promptly perform the permit contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure of the said _____ _____, as such applicant, to promptly and efficiently prosecute said permit contract work in any respect, in accordance with the permit contract, the above bound _____ as Surety, shall take charge of said work and complete the permit contract at their own expense, pursuant to its terms. Said Surety may, if they so elect, by written direction given to the State Transportation Director authorize the Director to complete or cause to be completed the said permit contract work at the expense of said Surety, and such Surety hereby agrees and binds Surety to pay the cost and expense of the completion of such permit contract work.

In the event said Principal shall fail or delay the prosecution and completion of said permit contract work and said Surety shall also fail to act promptly as hereinbefore provided, then said Transportation Director may cause ten days notice of such failure to be given, either, either to said Principal or Surety ,and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to complete the permit contract, including all work provided therein, the ALABAMA DEPARTMENT OF TRANSPORTATION shall have the authority to cause said permit contract work to be done and accomplished and when the same is completed and cost thereof determined, the said Principal and Surety shall and hereby agree to pay any and all cost of said permit contract work.

The said Principal and Surety further agree as a part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said permit Contract including all work therein provided.

The decision of the Director of the Alabama Department of Transportation upon any question connected with the execution of the permit Contract, or any failure or delay in the prosecution of the permit contract work, attached hereto and incorporated herein, by said Principal or Surety, shall be final and conclusive.

WITNESS our hands and seals, this _____ day of _____, 20____.

ATTEST:

_____ _____
(Name and Title) (Signature of Applicant Official)

_____
(Title of Officer Signing)

(Affix Seal)_____
Name of Surety

_____
Legal Name of Applicant (Company) as Principal

_____
Address

_____
Contact Number

By: _____
Attorney in Fact – for Surety

NOTICE TO INSURANCE PRODUCER

Countersigned by Alabama Licensed Insurance Producer for Surety, if applicable:

Please print or write legibly your name, complete address, and license number below:

_____ _____
Name (signature) Name (print)

_____
Address

_____
License Number

(A copy of the Power of Attorney properly executed by the Company authorizing the Agent signing above to bind the Company as Surety on this Bond must be attached hereto. Said Power of Attorney must be dated so as to correspond with the execution date of the bond.)

STATE OF ALABAMA

BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until **July 31, 2024** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of **July, 2023**

196711

Michael B. Tew
SECRETARY-TREASURER

CHAIRMAN

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman William Carroll

Purpose and Scope of Project:

Approve contract with Mike Hoffman's Equipment Service, Inc. for removal of fuel system and underground storage tanks.

Amount of Contract:

$102,091.50

Funding Source

Project # C0648 **Discretionary Funds**

Project String 2000.2000.48010 **Contract Number:**4643

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Fuel System and Storage Tanks-Motor Pool	Cover Memo	9/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	9/21/2023 - 2:40 PM
Capital	Rhodes, Brenda	Approved	9/21/2023 - 4:02 PM
Legal	Kern, Chris	Approved	9/21/2023 - 4:17 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 4:29 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Removal of Fuel System and Underground Storage Tanks-Motor Pool
COM Project: 2023-3005-20

PROJECT #: C0648 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Removal of Fuel System and Underground Storage Tanks

CONTRACT AMOUNT: $102,091.50

VENDOR NAME: Mike Hoffman's Equipment Service, Inc.

VENDOR NUMBER: 85814

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White **Date** 9/21/2023

Revised 3/8/2022 Tiffany Hollins

2023

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
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 set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Mike Hoffman's Equipment Service, Inc.

Project Name: Removal Of Fuel System And Underground Storage Tanks-Motor Pool

Project Number: 2023-3005-20

Bid Number: 0002

Estimated Cost: $102,091.50

Adopted:

_____

City Clerk

Project No.: 2023-3005-20-0001
Bid No.: 0002

MOBILE
ALABAMA

REMOVAL OF FUEL SYSTEM AND UNDERGROUND STORAGE TANKS – MOTOR POOL

PROJECT NO. 2023-3005-20



BID DATE – AUGUST 30, 2023

CONTENTS

Advertisement to Bid I

Instructions to Bidders II

Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certifications ..... Attachment B

Subcontracting Plan, E-Verify Affidavit, and DBE Utilization Report..... Attachment C

Certifications, Affidavits, & Project Closeout ..... Attachment D

Project Drawings ..... Attachment E

Project Addendums ..... Attachment F

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, August 30, 2023, and then publicly opened and read in the Government Plaza Atrium, 1st Floor, for constructing:

Project No:	2023-3005-20
Project:	**Removal of Fuel System and Underground Storage Tanks-Motor Pool**
Project Description:	Fuel System and UST Removal

Plans and contract documents may be inspected and obtained from PPM Consultants Inc., (30704 SGT E.I. "Boots" Thomas Dr, Spanish Fort, Alabama 36527) upon payment of one hundred dollars ($100.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 noon on August 23, 2023.

A Mandatory Pre-Bid Conference will be held in the on-site at 745 S. Broad Street, Mobile, Alabama, on August 22, 2023, at 9:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. ***Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project.*** **A single individual cannot represent more than one contracting company.**

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Specialty Construction (EV)–POL Dispensing System Classification per Section 230-X-.27 for State of Alabama Licensing Board for General Contractors Administrative Code.**

Bidders for work of any amount must be certified by the Alabama Petroleum Equipment Contractors (ALPEC) or an alternate ADEM-approved certifying agency, in accordance with Alabama Department of Environmental Management (ADEM) Administrative Code Chapter 335-6-15.47.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

All Bids of $50,000 or more must be accompanied by a copy of the bidder's Alabama General Contractor's License. All Bids, regardless of amount, must be accompanied by a copy of the bidder's Alabama Petroleum Equipment Contractors (ALPEC) certification or an alternate ADEM- approved certification.

As listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1.06, in cases of joint venture, all parties to the joint venture must be licensed at the time the bid is submitted and each must have the proper classification for the project. Bid limits can be added together.

Bids must be sealed and have the project name and number on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **Removal of Fuel System and Underground Storage Tanks-Motor Pool**, City of Mobile Project No. **2023-3005-20**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUE: August 9, 2023.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:
Forms furnished shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:
The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:
Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:
The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:
Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **Removal of Fuel System and Underground Storage Tanks-Motor Pool**, City of Mobile Project No. **2023-3005-20**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or

complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended. Bidders' license must include the Specialty Construction (EV)–POL Dispensing System, as listed in the State of Alabama Licensing Board for General Contractors Administrative Code Chapter 230-X-1-.27. Bidders shall indicate State License Number on outside of bid envelope.

All Bidders for work of any amount must be certified by the Alabama Petroleum Equipment Contractors (ALPEC) or an alternate ADEM-approved certifying agency, in accordance with Alabama Department of Environmental Management (ADEM) Administrative Code Chapter 335-6-15.47.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
c. Contractor default under previous contracts with the owner.
d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours-notice in writing before resuming operations.

(b) General: The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained, or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 8-29-2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises.

Project Name: Removal of Fuel System and Underground Storage Tanks-Motor Pool
Project No: 2023-3005-20
Project Description: Removal of Fuel System and Underground Storage Tanks
Major work items include: Fuel System and UST Removal

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to PPM Consultants Inc., 30704 SGT E.I. "Boots" Thomas Dr, Spanish Fort, Alabama 36527. In order to receive consideration, the request must be received before 12:00 p.m. on August 23, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-E	Removing Concrete Pavement	120	Square Yard	47.25	Forty-seven DOLLARS twenty-five CENTS	5,670.00
210-A	Unclassified Excavation	250	CY Truck Bed Measure	27.67	Twenty-seven DOLLARS Sixty-seven CENTS	6,917.50
210-E	Borrow Excavation (Underwater Backfill) (A3) (from 0-10 BGS)	350	CY Truck Bed Measure	24.70	Twenty four DOLLARS seventy CENTS	8,645.00
250-C	Underground Storage Tank Removal	2	EA	19,860.00	nineteen thousand eight hundred DOLLARS sixty Zero CENTS	39,720.00
250-N	Removing and Disposing Tank Contents (Gasoline)	300	Gallon	7.63	Seven DOLLARS sixty three CENTS	2,289.00
665-Z	Temporary Soil Erosion and Sediment Control	1	Lump Sum	2,550.00	Two thousand five hundred DOLLARS fifty CENTS	2,550.00
999X	Items of Similar Nature	1	Lump Sum	2,200.00	Two thousand two hundred DOLLARS Zero CENTS	2,200.00
250-B	Disposal of Hydrocarbon Contaminated Soil (from -10 feet BGS)	250	CY Truck Bed Measure	136.40	one hundred thirty-six DOLLARS forty CENTS	34,100.00
				TOTAL BASE BID	one hundred two thousand ninety-one dollars fifty cents	102,091.50

Base Bid

Total (All items listed in Proposal) $102,091.50

Written in words One hundred two thousand ninety-one dollars and fifty cents

Number of working days to complete 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

_____

By _____

Signature of Bidder _____
(If a Corporation)

By _____
President

Mike Hoffman
Print

Buffy Singley
Secretary

Buffy Singley
Print

_____
Treasurer

Jonathan Pringle
Print

Business Address 4109 Halls Mill Road Mobile, AL 36693

Business Address Same

Business Address Same

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: Buffy Singley
Secretary

2302717
State License Number
Corporate Seal

BID BOND

CONTRACTOR:
(Name, legal status and address)
Mike Hoffman's Equipment Service, Inc.
4109 Halls Mill Road
Mobile, AL 36693

SURETY:
(Name, legal status and principal place of business)
FCCI Insurance Company
6300 University Parkway
Sarasota, FL 34240

OWNER:
(Name, legal status and address)
City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

BOND AMOUNT: 5% of the attached bid amount, not to exceed $10,000.00***

PROJECT:
(Name, location or address, and Project number, if any)
Project No: 2023-3005-20
Removal of Fuel System and Underground Storage Tanks - Motor Pool
Fuel System and UST Removal

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of August, 2023.

(Witness)

Mike Hoffmann Equipment Service, Inc.
(Principal) (Seal)

(Title)

FCCI Insurance Company
(Surety) (Seal)

(Witness)

(Title) B. Doyle Campbell, Attorney-in-fact & Alabama Resident Agent

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B. Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 30th day of August, 2023

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Mike Hoffman's Equipment Service, Inc. as Principal and FCCI Insurance Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of One Hundred Two Thousand Ninety One and 50/100*** Dollars ($ 102,091.50***) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **Removal of Fuel System and Underground Storage Tanks-Motor Pool** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Mike Hoffman's Equipment Service, Inc.
(Corporate Name)

BY: _____
(Signature)

ATTEST: Buffy Singley
(Signature)

Mike Hoffman
(Print)

Buffy Singley (Print) ITS: President
(Title)

ITS: Bookkeeper

FCCI Insurance Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

B. Doyle Campbell
(Print)

Amanda Baxley (Print) ITS: Attorney-in-Fact & Alabama Resident Agent
(Title)

ITS: Witness

Corporate Seal

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B. Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

Bond No. 7001367

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Mike Hoffman's Equipment Service, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

FCCI Insurance Company, 6300 University Parkway, Sarasota, FL 34240
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Hundred Two Thousand Ninety One and 50/100*** dollars ($ 102,091.50***), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20___, entered into a Contract with the Owner for **Removal of Fuel System and Underground Storage Tanks-Motor Pool** which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

Mike Hoffman's Equipment Service, Inc.
(Corporate Name)

BY: _____
(Signature)

ATTEST: Buffy Singley
(Signature)

Mike Hoffman
(Print)

Buffy Singley (Print)

ITS: President
(Title)

ITS: Bookkeeping
(Title)

FCCI Insurance Company
(Surety sign here)(Corporate name)

BY: _____
(Signature)

ATTEST: _____
(Signature)

B. Doyle Campbell
(Print)

Amanda Baxley (Print)

ITS: Attorney-in-Fact & Alabama Resident Agent
(Title)

ITS: Witness
(Title)

Corporate Seal

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

B. Doyle Campbell

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____, _____

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: 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.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile

2. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except professional liability, workers compensation, and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

c. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. Omitted.

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. Omitted

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. Omitted

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. Omitted

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.04(c) and 201.03(d) of the Alabama Department of Transportation Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Omitted.

29. Omitted.

30. Omitted.

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

33. Omitted.

34. Omitted.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Omitted.

38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. Omitted.

41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. Omitted.

44. Omitted.

45. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item 600-A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

48. All projects and construction sites 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; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

49. Omitted

50. Working hours will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets.

52. Omitted

53. Omitted

54. Omitted

55. Omitted

56. Omitted.

57. Omitted.

58. Omitted

59. Omitted.

60. Omitted

61. Omitted

62. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

63. Omitted.

64. Omitted.

65. Omitted.

66. General Specifications:

The Contractor shall furnish all labor, materials, equipment, and incidentals necessary to excavate, clean, remove, and dispose of two (2) 10,000 gallon (gal) underground storage tanks (UST) and all associated piping, dispensers, sumps, and other fuel system components identified or encountered during activities at the site. The contractor shall be responsible for the transportation and disposal of any and all excavated materials contaminated or otherwise. The contractor shall be responsible for backfilling all excavations with clean backfill to match existing grade. All work shall be performed in accordance with all local, state, and federal regulations, procedures, and guidelines.

The contractor may have a small lay-down area in the facility, at a location approved by the Engineer. The staging area for all work shall be from the designated lay-down area. The contractor shall schedule the work and any outages around the owner's schedule, with the approval of the Engineer. The contractor shall clean the area and remove all excess materials from the site at the end of each day. The area shall be kept clean and orderly during the project.

The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the

general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather or similar physical conditions at the site; (4) the character of equipment and facilities needed preliminary to and during work performance.

The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from the drawings and specifications made a part of this Contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to OWNER.

OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.

The Contractor shall be solely responsible for complete compliance with all requirements of the Alabama Department of Environmental Management (ADEM) or any regulatory agencies having jurisdiction over this work.

The word "Engineer" as it appears in this specification shall mean PPM Consultants, Inc. (PPM) or its designated representative. PPM shall also provide Quality Assurance services and testing on behalf of the Owner. The word "Owner" as it appears in this specification shall mean the City of Mobile.

67. Permit

a) The Contractor shall secure and, where indicated, pay for all necessary permits for this work.

68. Pre-Excavation

a) Excavation shall not commence until the Contractor has marked out the proposed limits of excavation and, the underground facilities have been marked out in their designated colors.

b) An exclusionary zone shall be established around the excavation area with fencing, caution tape, hazard signs, etc.

The Contractor shall provide temporary erosion and sedimentation control measures to mitigate the impacts of the UST removal activities.

69. Excavation and Removal

a) Overlying soil must be excavated to allow access to the USTs. The Contractor shall be responsible for and provide all necessary equipment to safely excavate the tank for removal and prevent collapse of the excavation walls during removal process.

b) The contractor must maintain the tank excavation site. This includes securing the site against access, injury, or collapse until the excavation area is backfilled.

c) All excavated soils must be stored in a designated area on polyethylene sheets or in roll offs and covered until the soil can be characterized for disposal.

d) Contractor shall excavate and remove the existing tank and/or appurtenances using adequate equipment, i.e., an excavator or backhoe. Work shall continue with hand tools should the integrity of the tank be in question.

e) All soil saturated with free phase petroleum product shall be excavated and stockpiled for removal to an appropriate disposal facility. The soil shall be staged on and covered with 6-mil polyethylene sheeting.

70. Tank Disposal and Disposal of Residual Products

a) The tank shall be removed and disposed of in accordance with local and state regulations. Removal of the tank shall include necessary pumping of excess product, residue, purging, defuming, etc. The tank removed shall become the responsibility of the Contractor and shall be removed from the site and disposed of or recycled in accordance with the local, state and federal regulations. No cutting of the removed tank on the project site will be allowed.

b) The Contractor shall properly dispose of all residual petroleum product, drums containing sludge from the tank bottom, spent sorbents and/or booms etc., and disposable clothing produced during the removal of the tank.

71. Surface Restoration and Disposal of Excavated Materials

a) The contractor is responsible for the proper storage, transport and disposal of all excavated materials. This includes concrete debris, asphalt debris and excavated petroleum impacted soils.

b) All excavations shall be backfilled with a suitable, clean material. The Contractor shall backfill in 1-foot lifts and compact fill between lifts to prevent settling. Compaction testing is required. Backfilling must match existing grades for all surface restoration and maintain pre-excavation drainage pattern of the existing surface.

72. Special Instructions

a) Contractor shall coordinate in advance with the Owner for commencement of removal activities.
b) The Contractor shall be responsible for repairs or damage to the property resulting from his work, actions, or negligence.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, (hereafter sometimes referred to as City) by its Mayor duly authorized party of the first part, and Mike Hoffman's Equipment Service (hereafter sometimes referred to as Contractor) party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: Removal of Fuel System and Underground Storage Tanks-Motor Pool
Project No: 2023-3005-20
Project Description: Removal of Fuel System and Underground Storage Tanks
Major work items include: Fuel System and UST Removal

City of Mobile Project Number **2023-3005-20**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 102,091.50) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, the Item VI Insurance provisions, the Item VII special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable

manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **PPM, Consultants, Inc.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

INDEMNITY:

(17) The CONTRACTOR covenants to and shall, defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character arising out of, or connected with the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within sixty (60) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount

paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is City Funds. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the 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.

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) This CONTRACT shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this CONTRACT shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(30) The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

WITNESSES:

_____ _____(Print)

_____(Print)

_____

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

Mike Hoffman (Print)

ATTEST:

Buffy Singley

ITS SECRETARY

Buffy Singley (Print)

9.20.2023

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) CONTRACTOR'S *SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a);* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore, the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

   Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

   The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

   No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

   Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure.

5. SECTION 250 *REMOVAL OF UNDERGROUND STORAGE TANKS AND CONTAMINATED SOIL 250.05 Basis of Payment (a)Unit Price Coverage;* PARAGRAPH 2 Underground Storage Tank Removal SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The contract price for Underground Storage Tank Removal will include the cost for the Removal of the Fuel Dispensers, piping, and all associated sumps, and infrastructure associated with the dispenser(s).

6. SECTION 665 *TEMPORARY SOIL EROSION AND SEDIMENT CONTROL 665.05 Basis of Payment (b) Payment will be made under Item No;* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   Pay Item 665-Z Temporary Soil Erosion and Sediment Control – per lump sum shall be added to this Section.

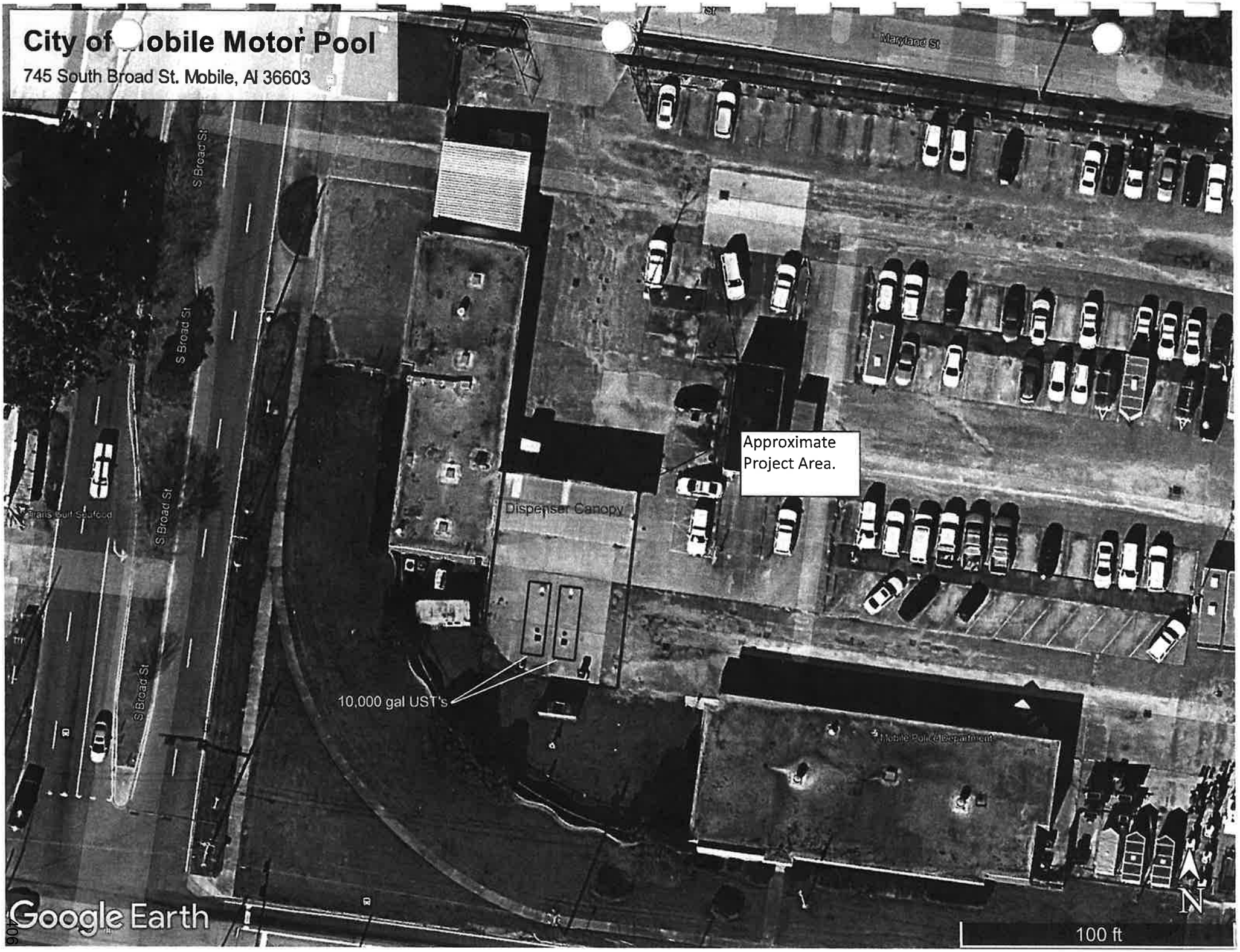
   The pay item shall be lump sum payment for the Materials in Section 665.02 Materials.

7. SECTION 206 *REMOVAL OF MISCELLANEOUS EXISTING DRAINAGE AND OTHER FACILITIES* 206.06 *Basis of Payment (a)Unit Price Coverage;* PARAGRAPH 2; SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

   The unit price for removal of concrete pavement or concrete base shall include the removal of asphalt pavement and any overlying surface.

ATTACHMENT "A"

LOCATION


City of Mobile Motor Pool
745 South Broad St. Mobile, Al 36603
Maryland St
S Broad St
S Broad St
S Broad St
S Broad St
Approximate Project Area.
Dispenser Canopy
10,000 gal UST's
Mobile Police Department
Google Earth
100 ft
N

ATTACHMENT "B"

CONTRACTOR'S INSURANCE CERTIFICATIONS

HOFFM-1 OP ID: AD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/06/2023

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 Monroe & Monroe Insurance Agency, Ltd. 2921 Galleria Dr., Suite 102 Arlington, TX 76011 Chris Monroe, CIC 817-640-5035	CONTACT NAME: Chris Monroe, CIC PHONE (A/C, No, Ext): 817-640-5035 FAX (A/C, No): 817-640-0131 E-MAIL ADDRESS: cmonroe@monroe-monroe.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Mid-Continent Casualty Co. — 23418
INSURED Mike Hoffman's Equipment Service Inc. Mike Hoffman 4109-C Halls Mills Rd. Mobile, AL 36693-5615	INSURER B : Homeland Ins Co of NY — 34452
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			04GL1087516	10/10/2022	10/10/2023	EACH OCCURRENCE	$ 1,000,000
	X Pollution Liab						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X Professional Liab						MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR							
	EXCESS LIAB CLAIMS-MADE			04XS226274	10/10/2022	10/10/2023	EACH OCCURRENCE	$ 1,000,000
	DED RETENTION $						AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Inland Marine			04CIM29781	10/10/2022	10/10/2023	Per Loc	500,000
B	XS Umbrella			7930070260005	10/10/2022	10/10/2023	Excess	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket additional insured endorsement and a blanket waiver of subrogation endorsement, which provides additional insured and waiver of subrogation status to the City of Mobile, when there is a written "insured contract" between the named insured and those which require such status. The General Liability ***SEE NOTES***

CERTIFICATE HOLDER

CITYMOB

City of Mobile
P O Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Monroe

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The ACORD name and logo are registered marks of ACORD

policy includes a special endorsement, which provides "Primary and Noncontributory" status. 30days notice of cancel applies.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/6/2023

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.

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PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754	**CONTACT NAME:** Brittany Partin **PHONE (A/C, No, Ext):** 251-410-8236 **FAX (A/C, No):** **E-MAIL ADDRESS:** BPartin@higginbotham.net
INSURED MIKEHOF-01 Mike Hoffman's Equipment Service, Inc. 4109 Halls Mill Road Mobile AL 36693	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Middlesex Insurance Company — 23434 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 894179216 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			A0060774003	7/10/2023	7/10/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Contractor's Equipment			A0060774002	7/10/2023	7/10/2024	Rented/Leased Equip.	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractor's Equipment Deductibles: $1,000 if value is under $200,000
$5,000 if value is over $200,000

Certificate Holder is included as an additional insured on a primary and non-contributory basis with respect to Auto Liability when required by written contract. A Waiver of Subrogation is provided in favor of the Certificate Holder with respect to Auto Liability when required by written contract. A 30-Day Notice of Cancellation is provided except for non-payment whereas a 10-Day Notice applies as per the cancellation wording provided on the policy.

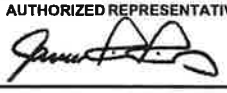
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36602

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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MIKEH-1 OP ID: CIM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/08/2023

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.

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PRODUCER Deep Water Group Inc. PO Box 243007 Montgomery, AL 36124 Stephen Marino 334-215-8234	CONTACT NAME: Stephen Marino PHONE (A/C, No, Ext): 334-215-8234 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Mike Hoffman's Equipment Service Inc 4109 Halls Mill Rd Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : AlaCOMP INSURER B : Midwest Employers Casualty — 23612 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE ☐ OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A	X	WC-100-8970000-2023A	01/01/2023	01/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			PDAL155000	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project number 20xx-3005-xx
Waiver of Subrogation and 30 day Notice of Cancellation.

CERTIFICATE HOLDER

CITYOMO

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen Marino

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The ACORD name and logo are registered marks of ACORD

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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:
	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	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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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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 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	Mike Hoffmans Equipment
Address	4109 Halls Mill Rd Mobile, AL 36693
Telephone	(251) 666-8994
E-Mail	Mike@MikeHoffmans.com

RFP/RFQ Solicitation Number	2023-3005-20-0001
Project Description	
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male ✓ Female ✓ Minority _____ Non-minority _____ Vets _____ Total #of Employees 18

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Pringle

Signature: _____ Date: 8/29/23

Title: Sales Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jonathan Pringle Title: Sales Manager

E-mail:_ Phone: Jonathan@MikeHoffmans.com (251) 666-8994

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 # 2023-3005-20 Your Bid/Proposal Amount $ 102,091.50 Date: 8/29/23

Description Removal of Fuel system and UST - Motor Pool

Name of Bidder/Proposer: Jonathan Pringle

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
Hughes Plumbing and Utility	251476-5002	Trucking and Hauling	15,313.73	15	Yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone_____ Email_____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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. _____

_____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Mike Hoffman (affiant) who, being duly sworn says as follows:

President/CEO of Mike Hoffman's Equipment Service, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for MHES that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said MHES is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 502779.

CEO of MHES

Sworn to and subscribed before me this the 18th day of September, 2023.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Virginia M. Singley
Signature and Seal of Notary Public

VIRGINIA M SINGLEY
Notary Public
Alabama State at Large

Company ID Number: 502779

Approved by:

Employer Mike Hoffmans Equipment Services, Inc	
Name (Please Type or Print) Mike Hoffman	Title
Signature Electronically Signed	Date 02/09/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2012

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/___
(Title) (Date)

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-20
PROJECT NAME: Removal of Fuel System and Underground Storage Tanks-Motor Pool

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

_____

_____ _____

Witness Signature of Authorized Agent

_____ Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2023-3005-20
PROJECT NAME: Removal of Fuel System and Underground Storage Tanks-Motor Pool

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

_____

Subscribed and sworn to before me this

_____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.

6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

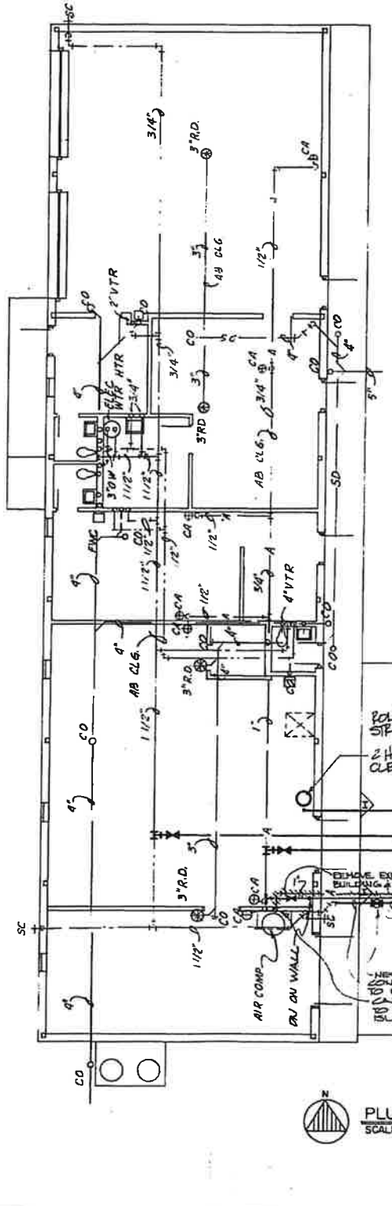
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

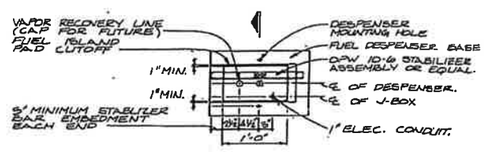
ATTACHMENT "E"

PROJECT DRAWINGS

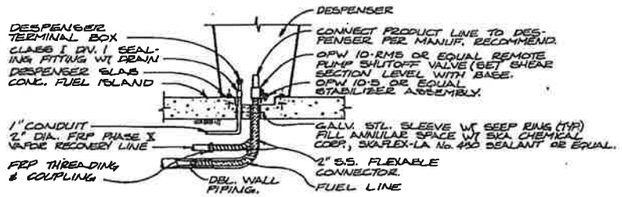
For Informational purposes only



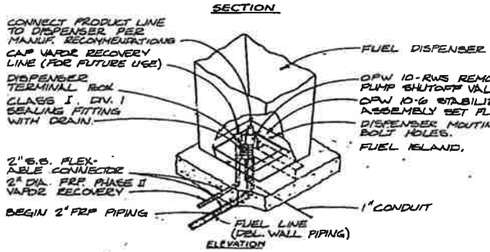
PLUMBING PLAN
SCALE 1/8" = 1'-0"



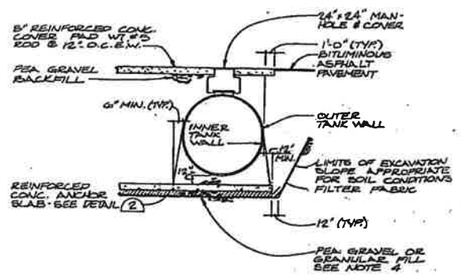
PLAN



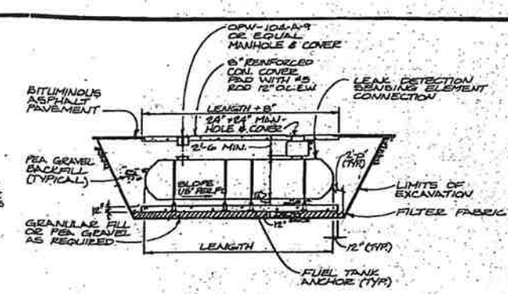
SECTION



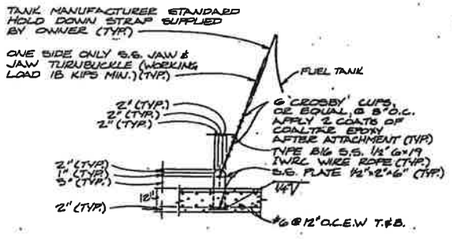
DISPENSER CONNECTION DETAIL.
N.T.S.



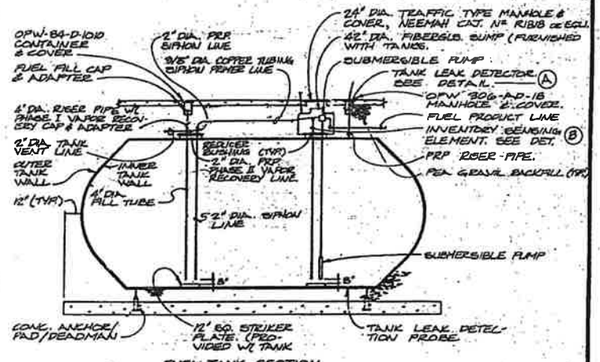
FUEL TANK CROSS-SECTION
N.T.S.



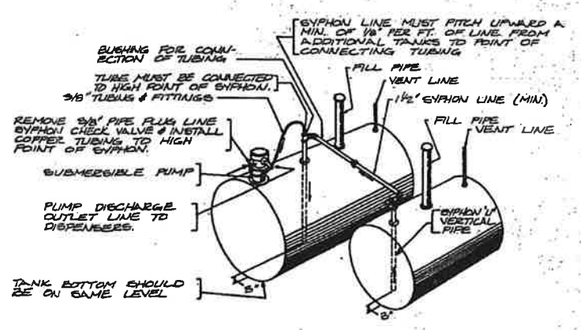
FUEL TANK ELEVATION
SCALE



SLAB ANCHOR DETAIL
N.T.S.



FUEL TANK SECTION
SCALE



PUMP PIPING SCHEMATIC
N.T.S.

PLUMBING PLAN - SHOP BUILDING

ALTERATIONS AND ADDITIONS TO THE
CITY OF MOBILE
MOTOR POOL
PUBLIC WORKS PROJECT NO. 88-712E

DONNELL & FROOM, ARCHITECTS
1407 MERCHANTS NATIONAL BANK BUILDING
MOBILE ALABAMA

DATE: DEC. 15, 1988
ARCH. FILE NO. 88.07
P-2
OF 18

FRANCIS H. HOPKINS REGISTERED 2392 ENGINEER STATE OF ALABAMA

STATE OF ALABAMA MOBILE REGISTERED ARCHITECTS ALABAMA

ATTACHMENT "F"

PROJECT ADDENDUMS

MOBILE
ALABAMA

CITY OF MOBILE
REMOVAL OF FUEL SYSTEM AND UNDERGROUND STORAGE TANKS – MOTOR POOL

ADDENDUM #1

Addendum #1 was posted to the City website and emailed to attendees of the Pre-Bid Meeting held on Tuesday, August 22, 2023.

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal September 1, 2023.

Acknowledgement: I hereby acknowledge receipt of Addendum 1. I understand that failure to confirm the receipt of addenda may be cause for rejection of this submittal.

Mike Hoffmans Equipment
Company

Authorized Signature

8/29/2023
Date

Removal of Fuel System and Underground Storage Tanks – Motor Pool
Mandatory Pre-Bid Meeting
2023-3005-20
August 22, 2023

Name	Company	Email	Phone
Rosemary Ginn rg	City of Mobile	rosemary@cityofmobile.org	251-208-6072
~~Brian Mabry~~	~~City of Mobile~~	~~Brian.mabry@cityofmobile.org~~	~~251-208-7793~~
Steve Grammas	PPM	Steve.grammas@ppmco.com	251-902-6463
~~Steve Snow~~	~~PPM~~		
Steve Snow	Taylor Services	SteveSnow@taylorserving.com	251-408-1885
Trey Seaman ✓	JF Petro Group	trey.seaman@JFPetrogroup.com	251-455-7262
Jonathon Pringle ✓	MHES	Jonathon@MikeHoffmans.com	(251)666-8984
Mary Collier Eastburn	City of Mobile	mary.eastburn@cityofmobile.org	
Ryne Smith	COM	ryne.smith@cityofmobile.org	(251)208-7529

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8/29/2023

Name of Project: CITY PROJECT NO. 2023-3005-20
PROJECT NAME: Removal of Fuel System and Underground Storage Tanks-Motor Pool

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID ITEMS:	$1,119.50

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Mike Hoffmans Equipment
Mailing Address 4109 Halls Mill RD Mobile AL 36693

***By (Legal Signature)**

*Name (type or print) Mike Hoffman (Seal)

*Title President

Telephone Number (251) 666-8994

VIRGINIA M SINGLEY
Notary Public
Alabama State at Large

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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 Gloria Harmon

Amount of Contract:
n/a

Effective Date of Contract:
10/3/2023

Funding Source

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

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 - Harmon	Resolution Letter	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/20/2023 - 2:06 PM
			9/20/2023 - 3:22

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:53 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized 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 Gloria Harmon, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D020\P005\00119586.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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 Kierra Lashaun McCarroll

Amount of Contract:

n/a

Effective Date of Contract:

10/3/2023

Funding Source

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

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 - McCarroll	Resolution Letter	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	9/20/2023 - 2:09 PM
			9/20/2023 - 3:22

Legal	Kern, Chris	Approved	PM
Mayors Office	Barber, James	Approved	9/21/2023 - 12:53 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized 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 Kierra Lashaun McCarroll, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D020\P005\00119574.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 1:14 PM

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Bottles Up Mobile, Inc.
Location:	Jaycee Jean Fundraiser 2023 1035 Cody Road North Mobile, AL 36608

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
September 22, 202	NEW APPLICATION	2023 - 5601	124969	October 3, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

JAYCEE JEAN FUNDRAISER 2023

Location Address

1035 CODY ROAD NORTH MOBILE AL 36608

Comments

EVENT DATE - 10.13.2023

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

JAYCEE JEAN FUNDRAISER 2023

Location Address

1035 CODY ROAD NORTH MOBILE AL 36608

Comments

EVENT DATE - 10.13.2023

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **September 25, 2023**

Re: **Application # 5601 / 1035 Cody Rd. N.**

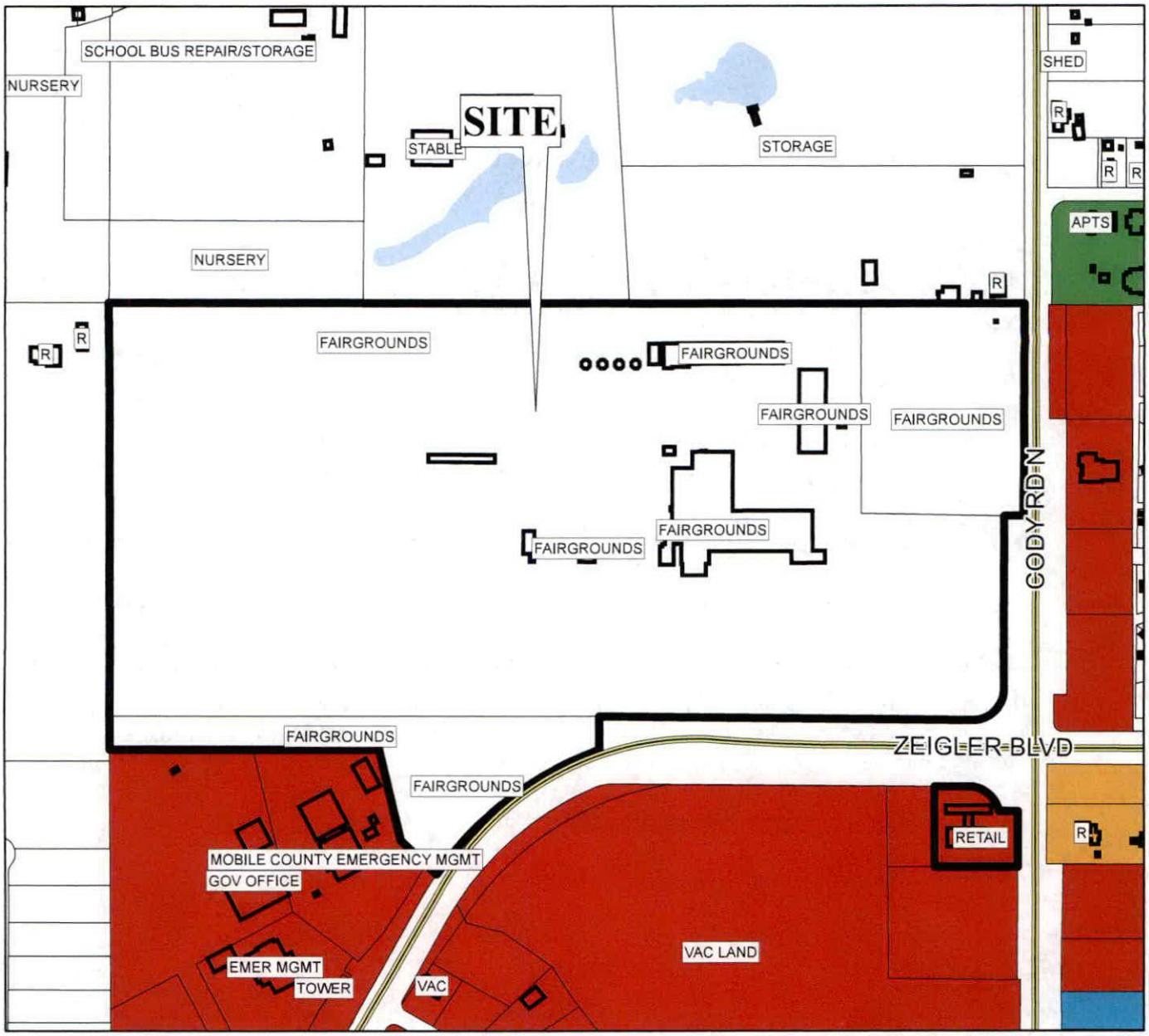
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a nonconforming status. This is to advise that a special event with special retail sales is a permitted use under the nonconforming status.

The site has a nonconforming status with regard to parking.

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

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5601 DATE 10/3/2023

APPLICANT BOTTLES UP MOBILE INC

LOCATION 1035 CODY RD N

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
September 22, 2023	NEW APPLICATION	2023 - 5601	124969	October 3, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

JAYCEE JEAN FUNDRAISER 2023

Location Address

1035 CODY ROAD NORTH MOBILE AL 36608

Business Contact Person Information			
Name	Title	Phone	Email
T BRATTON MCGREGOR	PRESIDENT	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **12.22.2021**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
September 22, 2023	NEW APPLICATION	2023 - 5601	124969	October 3, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	JAYCEE JEAN FUNDRAISER 2023

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	12.22.2021	958-345	MS	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
87-4118229	R011297283

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1035 CODY ROAD NORTH	MOBILE	AL	36608

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
10349 TAYLOR HARPER BLVD	GRAND BAY	AL	36541

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
	N/A

Business Contact Person Information

Name	Title	Phone	Email
T BRATTON MCGREGOR	PRESIDENT ☐ POA	(251) 604-4776	BARGUY@BOTTLESUPMOBILE.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
GREATER GULF STATE FAIR INC	(251) 344-4573	

Property Owner Address	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
12,000	300	YES	NO	ONE STORY	PORTION OF

Do the premises have a fully equipped and operational kitchen? YES

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? YES

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
MCGREGOR, THOMAS BRATTON	PRESIDENT		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	DHAHRAN SAUDI ARABIA		(251) 604-4776

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

BM The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

BM The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

BM The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

BM The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BM Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

BM 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.

Owner/Applicant Printed Name	Date
THOMAS BRATTON MCGREGOR	09/22/2023
Owner/Applicant Signature	**Title**
B Mcg	PRESIDENT

Sworn to and subscribed before me this 22nd day of SEPTEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER		November 19, 2025

Notary Stamp

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

September 22, 2023

SPEC EVNT - BOTTLES UP INC - JAYCEE JEAN

10349 TAYLOR HARPER BOULEVARD

GRAND BAY, AL 36541 USA

ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1512827	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$350.00	$0.00	$0.00	$300.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

09/22/2023 09:11AM SAVALIA G
036127-0002

BUSINESS LICENSE
BOTTLES UP MOBILE INC
124969
2023 Item: 1512827
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal	$50.00
TP CC FEE	$2.50
Total	$52.50

REVENUE CC $52.50
**********6420
Ref=e92f4691-8dcd-46ea-9510-ab3af50615f4
Auth=03234G

Change due $0.00

Paid by: MCGREGOR/BRATTON

Thank you for your payment

CUSTOMER COPY
DUPLICATE RECEIPT

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

BUSINESS LICENSE & TAX APPLICATION

Application Checklist

Before completing/submitting this application

- If you have purchased or purchasing an existing business - **ALL** license renewals and/or taxes on that account must be paid in **FULL** either by previous owner or yourself before a license will be issued to you (Alabama State Law)
- If you are going to apply for a legal business name and/or structure, you must apply on the Alabama Secretary of State website to register your business name and structure. Visit *sosalabama.gov* for more information ***Note*** - there are two (2) required parts to the process. Print the documents
- If you are going to apply for a Federal Identification Number (FEIN), you will need to apply on the Internal Revenue Service (IRS) website. Visit *irs.gov* for more information ***Note*** - for any business structure, other than Sole Proprietorship, a FEIN is required. Print the documents
- If you are going to apply for a State of Alabama Revenue tax number, you will need to apply on the State of Alabama Revenue website. Visit *revenue.alabama.gov* for more information ***Note*** - there could be multiple tax codes which apply to your company

Required Documentation .... CHECKED documentation boxes are only REQUIRED

- [x] Completed - License Application .. ALL pages/boxes completed - If it does not apply to your business, enter N/A in box
- [x] Copy - Drivers License -- Owner/Officer listed on application (copy must be legible)
- [x] Detailed Explanation of Business Activity
- [x] Completed - Citizenship Form .. Form A - US Citizens Form B - Non-US Citizens
- [x] Copy - Business Structure (LLC, Corporation, etc.) Articles from Secretary of State

  ALL stamped pages of the Articles included *(any amendments must be provided also)*
- [x] Copy - Federal Employer Identification Number (FEIN) Letter from IRS
- [x] Copy - State of Alabama Revenue Tax ID Letter
- [ ] Copy - Fire Inspection Report (required - all commercial buildings/offices located in the City Limits)

  Contact - Community Risk Reduction Division - Mobile Fire Rescue Dept @ 251.208.7484 for more information
- [ ] Copy - State of AL Certifications and/or License
  - [ ] _____
  - [ ] _____
- [ ] Copy - Surety Bond Cover Letter & Form and Paperwork - Permitting Department
- [ ] Copy - Mobile County Health Department (MCHD) Inspection Report - *contact 251.690.8158*
- [ ] Copy - Background Check - *contact Mobile Police Department Records @ 251.208.1991*
- [ ] Copy - Environmental Approval Letter - *contact Ryne Smith @ 251.208.7529 or Ryne.Smith@cityofmobile.org*

Completed application and documentation can be submitted by the following methods ...

- **Email** - Revenue@cityofmobile.org or back to the person who contacted you
- **Fax** - 251.208.7954 • **In Person** - 205 Government Street, 2nd Floor South Tower
- **USPS Mail** - City of Mobile Revenue Department, PO Box 3065, Mobile AL 36652-3065

The City of Mobile reserves the right to request required additional documentation and/or information from the applicant

BUSINESS LICENSE & TAX APPLICATION

CLEARLY PRINT OR TYPE ALL INFORMATION

ALL BOXES ARE REQUIRED TO BE COMPLETED

City of Mobile Revenue Department
PO Box 3065 Mobile AL 36652-3065
Phone 251.208.7462 / Fax 251.208.7954
Email revenue@cityofmobile.org

Internal Office Use Only

~~Replace Acc #~~	Territory	Account #	NAICS Code(s) Assigned	Bill Number(s)	Amount Due	Completed By
5601		124969			$	

Business Information - customer to complete

Application Date	Start Date of Business	Business Operated From
09/22/1983		☐ Commercial Store Front/Office ☑ Home/Home Office

Application Type

☐ New Business ☐ Change - New Owner ☐ Change - Physical Location ☑ Special Event License *(complete page 4 also)*

☐ Change - Name ☐ Change - FEIN/Structure ☐ Code Addition

If New Owner of Existing Business, Previous Business Name, Address & Owner Name	Purchase Date of Business

If Location Change, Previous Address (Street Address and Zip)	New Location - Date Relocated

Description/Type — * See page 3 for additional questions pertaining to this type of business

☐ Contractor - State Certified ☐ Construction - Non-Certified ☐ Retail ☐ Wholesale ☐ Peddler's License

☐ Service / Professional ☐ Rental - Tangible Goods ☐ Rental - Residential* ☐ Manufacturer

☐ Restaurant/Bar/Lounge* ☐ Convenience/Grocery Store* ☐ Hotel/Motel* ☐ Other

Detailed Explanation of Business Description/Activity

Beverage Catering

Structure

☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☑ Corporation ☐ Professional Association ☐ Other (specify)

Federal Tax ID (FEIN) - IRS	State of AL Tax ID Number	Physical Location of the Business
87-4118229	R011297283	☐ City Limits ☐ Police Jurisdiction (PJ) ☑ Outside both City & PJ

Legal Business Name	Trade Name (DBA - Doing Business As)
Bottles Up Mobile Inc.	

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
10349 Taylor Harper Blvd.	Grand Bay	AL	36541
Business/Building Physical Address (Street Address, Suite #)	City	State	Zip Code
		AL	
Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Company - Phone Number	Business - Phone Number	
(251) 604-4776		

Business Contact Person Information

Name	Title	Phone	Email
Bratton McGregor	President	(251) 604-4776	barguy@bottlesupmobile.com

City of Mobile Business License & Tax Application

Business Information Continued

Business Tax Type

☑ Sales Tax ☐ Sellers Use ☐ Consumer Use ☐ Lease/Rental (tangible Property)

☐ Lodging ☐ Wine Tax ☐ Tobacco Tax ☐ Liquor Purchase Tax

Tax Filing Frequency (must match State of AL filing frequency)

☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Land/Building Information (Complete only if the business is located inside the city limits or police jurisdiction)

Do you own or rent/lease the property? ☐ Own ☐ Rent/Lease

Property Owner Name	Prop Owner Phone Number	Property Owner Email

Property Owner Address	Property Owner City	State	Zip Code

Owner(s), Officers or Partners (attach a separate sheet if necessary)

Full Name (Last, First, Middle, Suffix)	Title (Member, Owner, Officer)	If Member/Officer, Position
McGregor, Thomas Bratton	**President**	

Date of Birth	Social Security #	Drivers License (State & #)	Home Address

Contact Number	Email	City	State	Zip Code
(251) 604-4776	**barguy@bottlesupmobile.com**			

Does this person own or member of any other business located in the city limits and/or police jurisdiction? If yes, list business name and address

☐ Yes ☑ No

Full Name (Last, First, Middle, Suffix)	Title (Member, Owner, Officer)	If Member/Officer, Position

Date of Birth	Social Security #	Drivers License (State & #)	Home Address

Contact Number	Email	City	State	Zip Code

Does this person own or member of any other business located in the city limits and/or police jurisdiction? If yes, list business name and address

☐ Yes ☐ No

City of Mobile Business License & Tax Application

Business Information Continued

Rental - Residential (list the address of the rental properties located within the City Limits & Police Jurisdiction) - use additional sheet if necessary

☐ Yes ☐ No Do you have a management company for the properties? If yes, company name & contact information

Restaurant/Bar/Lounge ***Alcohol Sales require an additional application & City Council approval***

☐ Yes ☐ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☐ No Will the location have vending and/or gaming machines? Pool tables? If yes, # of machines and/or tables (if both, # for each)

☐ Yes ☐ No Will the location cook/serve prepared food?

Convenience/Grocery Store

☐ Yes ☐ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☐ No Will the location cook/serve prepared food?

☐ Yes ☐ No Will the location sell gasoline? Owner of pumps? ☐ Applicant ☐ Other

Gasoline distributor name & contact information _____

Hotel/Motel

_____ Number of rooms available for customer rental

☐ Yes ☐ No Will the location have retail sales at front counter and/or vending machines? If yes, # of machines

☐ Yes ☐ No *If alcohol sales ... Has the application process with the state ABC Board, City of Mobile, Mobile County Commission been started?

☐ Yes ☐ No Will the location cook/serve prepared food?

Certification and Signature

I understand the following about the license being applied for ...

- The license may require a 60 Day Affidavit. The affidavit will be due 70 days from start date of business. If the affidavit is not returned and/or money due for license is not paid .. You are operating without a license
- ALL license expire on December 31st of each year (does not matter when purchased thru out year). Renewals MUST be paid by January 31st (to avoid additional penalties and interest until paid)
- Operating a business without a business license ... the company and/or owner is subject to penalties, interest, Municipal Offense Ticket (MOT) and court appearance and fees

By signing this application, you certify that all information and statements provided herein are true and correct. You also certify, under penalty of perjury, that you are a US Citizen or lawfully present in the US. In addition, by signing below, you acknowledge and understand that you cannot operate this business in the City of Mobile an/or its Police Jurisdiction until this business license application is approved and a business license issued.

Printed Name & Title of Applicant	Signature of Owner/Applicant	Date Signed
Bratton McGregor President	Bratton McGregor	**09/14/2023**
Printed Name & Title of Person Completing Application	Signature of Person Completing Application	Date Signed
Bratton McGregor	Bratton McGregor	**09/14/2023**

City of Mobile Business License & Tax Application
SPECIAL EVENT LICENSE APPLICATION

City of Mobile Ordinance

* Per City Ordinance .. The promoter of the event shall obtain a special event license and post a tax bond (or certified funds) to be held with the city revenue department according to the following schedule

Number of Vendor Booths*	License Fee + $10 Issue Fee	Required Bond Amount
1 - 25	$ 120.00	$ 5,000.00
26 - 75	$ 150.00	$ 5,000.00
76 - 125	$ 250.00	$ 10,000.00
Over 125	$ 300.00	$ 10,000.00

* Include all vendors (whether they are selling merchandise or not)

* Vendors shall **NOT** be required to obtain a separate business license but shall be responsible for paying all taxes due from the sale of any tangible personal property (merchandise, food, etc.)

* Promoter shall distribute tax envelope (provided by the Revenue Dept) to each vendor and shall be responsible for collecting ALL completed tax envelopes and tax money due in sealed envelope and remit to the Revenue Department within 10 days after the conclusion of the event

Special Event Information

Organization Name: **Bottles Up Mobile Inc.**

Event Name: **Jaycee Jean Drawdown**

Event Location Address: **1035 Cody Rd N.**

Event Date(s): **10.13.23**

Purpose of Event and Use of Funds: **Fundraiser**

☐ Yes ☑ No Does the organization have 501c3 tax exempt filed with IRS? If yes, provide documentation

501c3 tax status - the charitable or civic organization event license does NOT release the organization from the requirement to remit taxes on the gross proceeds (including ticket sales) from the event

☐ Yes ☑ No Will the event have admission cost (ticket sales)? If yes, ticket price(s)

☐ Yes ☑ No Will the event have merchandise vendors? If yes, provide vendor list (see attached)

☐ Yes ☑ No Will the event have food *(including food trucks)* vendors? If yes, provide vendor list (see attached)

☑ Yes ☐ No Will the event have alcohol served and/or sales? ***Alcohol requires an additional application & City Council approval***

☑ Yes ☐ No Has the application process with the state ABC Board, City of Mobile and/or Mobile County Commission been started?

Printed Name & Title of Applicant	Signature of Owner/Applicant	Date Signed
Bratton McGregor - President	Bratton McGregor	09/14/2023
Printed Name & Title of Person Completing Application	**Signature of Person Completing Application**	**Date Signed**
Bratton McGregor - President	Bratton McGregor	09/14/2023

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230913143752886

Type License: 140 - SPECIAL EVENTS RETAIL
State: $150.00 **County:** $150.00

Type License:
State: **County:**

Trade Name: JAYCEE JEAN FUNDRAISER 2023
Filing Fee: $50.00

Applicant: BOTTLES UP MOBILE INC
Transfer Fee:

Location Address: 1035 CODY RD N MOBILE, AL 36608

Mailing Address: 10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

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

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 958-345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/22/2021

Federal Tax ID: 87-4118229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR	PRESIDENT	DHAHRAN SAUDI ARABIA	[redacted]

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: THOMAS BRATTON MCGREGOR **Home Phone:** 251-604-4776
Business Phone: 251-604-4776 **Cell Phone:** 251-604-4776
Fax: **E-mail:** BARGUY@BOTTLESUPMOBILE.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: 20230913143752886

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: GREATER GULF STATE FAIR INC 251-344-4573
What is lessors primary business? FAIR GROUNDS
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? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 12000 Display Square Footage:
Building seating capacity: 300 Does Licensed premises include a patio area? NO
License Structure: ONE STORY License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230913143752886

Initial each — **Signature page**

Initial	
AC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AC	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.
AC	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.
AC	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.
AC	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.
AC	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): Ashley Crocker POA

Signature of Applicant: Ashley Crocker POA

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Notary Name (print):

Notary Signature: Sandy Durham

Commission expires:

Application Taken: 9/13/23 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230913143752886

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/13/2023 Ending Date: 10/13/2023
Special terms and conditions for special event/special retail:
THE EVENT WILL HELD AT THE GREATER GULF STATE FAIR GROUNDS IN THE EXHIBIT HALL. ENTRANCE/EXITS WILL BE CONTROLLED. BEER, WINE AND LIQUOR WILL BE SERVED. THIS IS A NON-RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: EXHIBIT HALL
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL HELD AT THE GREATER GULF STATE FAIR GROUNDS IN THE EXHIBIT HALL. ENTRANCE/EXITS WILL BE CONTROLLED. BEER, WINE AND LIQUOR WILL BE SERVED. THIS IS A NON-RENEWABLE LICENSE.

1-787 (Rev. 01-23-2015)

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

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR
10349 TAYLOR HARPER BLVD GRAND BAY
AL 36541

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

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result **07-08-2021** **E2021189000000211368**

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

Social Security number:

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

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

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

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

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

LVD

MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B		

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

December 22, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES992969

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BOTTLES UP MOBILE INC
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011297283	01/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. NON-TRANSFERABLE
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10349 TAYLOR HARPER BLVD GRAND BAY AL 36541-2801

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 1:02 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **21** described in the resolution adopted on the **29th** day of **August 2023**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **21**, as described in the resolution adopted on the **29th** day of **August, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1647** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-951 **2023**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1647** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **3rd day of October 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: AUG 2 9 2023

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 24, 2023**

SUBJECT: WEED LIEN GROUP **1647**

Attached, please find Assessment Lists for Weed Lien Group Number **1647** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 8/29/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/3/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 8/31/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 9/14/2023

LEGAL NOTICE ADS: 9/20/2023-9/27/2023

POSTING DATE: 9/26/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1647	Res. No.
8/29/2023	LOTS TO BE DECLARED	58-
10/3/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1551 Larkwood Dr	28231	28983		1	
2	175 W I-65 Service Rd N	27180	28984		7	
3	1659 Mississippi St	27223	28985		7	
4	1561 Greenlawn Dr	26992	28986		4	
5	1201 Hercules St	28191	28987		2	
6	2476 Morningside Dr	27843	28988		4	
7	2524 Plesant Valley Rd	26851	28989		5	
8	2911 Nall St	27070	28990		1	
9	0 Schwartz St	27013	28991		1	
	Par No. (29 07 42 0 001 545.002)					
10	2476 Pinetree Dr	32216	28993		1	
11	1905 Nerline Lane	27148	28985		1	
12	2710 Ralston Rd	11806	28999		2	
13	567 Summerville St	26852	29000		1	
14	2956 Northwest Dr	28192	29001		1	
15	2914 Pages Lane	26145	29002		1	
16	1214 Satchell St	27604	29003		1	
17	2956 Pages Lane	26674	29004		1	
18	2954 Pages Lane	26676	29005		1	
19	612 Petit Ave	27089	29006		1	
20	0 Richardson St	28222	29007		2	
	Par No. (22 08 44 0 019 194.001)					
21	404 Morgan Ave	26760	29009		5	
				$ -		

District total for this group

1	12
2	3
3	0
4	2
5	2
6	0
7	2
	21

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Gary Jackson 8/24/23

Marchetta Jante 8-24-23

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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	9/29/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/29/2023 - 2:06 PM

37-1107 **2023**

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail Liquor License
Submitted by:	Lit Cigar Lounge, Inc.
Location:	Gulf Coast Challenge 1621 Virginia Street Mobile, AL 36604

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
September 22, 2023	NEW APPLICATION	2023 - 5602		October 3, 2023

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

LIT CIGAR LOUNGE INC

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA STREET MOBILE AL 36604

Comments

EVENT DATE - OCTOBER 7 2023 @ LADD STADIUM

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
September 22, 2023	NEW APPLICATION	2023 - 5602		October 3, 2023

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

LIT CIGAR LOUNGE INC

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA STREET MOBILE AL 36604

Comments

EVENT DATE - OCTOBER 7 2023 @ LADD STADIUM

Yours Very Truly,

Mobile City Council President

Applicant Signature _____ Date _____

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
September 22, 2023	NEW APPLICATION	2023 - 5602		October 3, 2023

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

LIT CIGAR LOUNGE INC

Trade Name (DBA)

GULF COAST CHALLENGE

Location Address

1621 VIRGINIA STREET MOBILE AL 36604

Business Contact Person Information			
Name	Title	Phone	Email
LARRY O SCOTT	PRESIDENT	(251) 401-8316	LITCIGARS2017@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? **YES**

What is/was the start date of this business? **12.22.2021**

The alcohol license will not be issued until two (2) letters of approval and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department

R Shawn Skinner

Revenue Department Representative

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Number Assigned	City Council Agenda Date
September 29, 2023	NEW APPLICATION	2023 - 5602		October 3, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
LIT CIGAR LOUNGE INC	GULF COAST CHALLENGE

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	08.04.2017	97-892	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
82-2296020	R009930324

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
1621 VIRGINIA STREET	MOBILE	AL	36604

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
224 DAUPHIN STREET	MOBILE	AL	36602

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
	N/A

Business Contact Person Information

Name	Title	Phone	Email
LARRY O SCOTT	PRESIDENT ☐ POA	(251) 401-8316	LITCIGARS2017@GMAIL.COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name	Prop Owner Phone	Property Owner Email
CITY OF MOBILE		

Property Owner Address	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
30,000	300	YES	NO	SINGLE	ENTIRE STRUCTURE

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

Is the business used to habitually and principally provide food to the public? NO

Is the business equipped with services and facilities for on premises consumption? YES

Will the business be operated primarily as a package store? NO

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
SCOTT II, LARRY OLANDA	PRESIDENT		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
	MOBILE AL USA		

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
YES	OBSTRUCTED WINDSHIELD	MOBILE COUNTY SHERIFFS DEPT	02.26.2014	FINE PAID

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	LIT CIGAR LOUNGE INC	LIT CIGAR LOUNGE	258 DAUPHIN STREET 36602
	LIT CIGAR LOUNGE INC	LURE	270 DAUPHIN STREET 36602

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

If YES, Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
Home Street Address	**City**	**State**	**Zip Code**	**Phone Number**

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? **NO**

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? **NO**

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? **YES**

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

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.

Owner/Applicant Printed Name

LARRY OLANDA SCOTT

Date

09/29/2023

Owner/Applicant Signature

Title

PRESIDENT

Sworn to and subscribed before me this 29th day of SEPTEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

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

Signature Page

City of Mobile Alcoholic Beverage License Application

Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- ☐ Completed Application - ALL PAGES
  - ☐ ALL required boxes completed
  - ☐ Notarized Lease Property & Sign Agreement page
  - ☐ Required drawing for Urban Development (unless downtown location with no designated parking)
  - ☐ Copy of AL ABC Board Typed/Signed Application (all pages)
- ☐ Drivers License copy - ALL owners/members listed on application (must be legible)
- ☐ Background Check (if completed for ABC Board)
- ☐ Business Structure (LLC, Corporation) Articles from Secretary of State
  - ☐ ALL pages of the Articles (including any amendments must be provided)
  - ☐ Are the Articles stamped by Secretary of State? (this is a requirement)
  - ☐ Complete Listing of all members/officers (include name, title, contact phone)
- ☐ Federal Employer Identification Number (FEIN) Letter from IRS
- ☐ State of Alabama Revenue Sales Tax ID Letter
- ☐ Copy of Registered Deed or Signed/Notarized Lease Agreement
- ☐ If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- ☐ Mobile County Health Department Inspection Report (if applicable)
- ☐ Bureau of Fire Prevention - Fire Inspection Report
- ☐ Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- ☐ Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Lacy Scott	9/29/23
Person Completeing Application Signature	**Title**
Lacy Scott	President

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED.* Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
9/30/23	Lit Cigar	7/2017	

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Alcohol Special Event		

License Type applied for with Alabama ABC Board	

Business Information

Business Description/Activity — Other Explain

Legal Business Name	Trade Name (DBA)
Lit Cigar Lounge	

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
Corp	7/2017	258 Dauphin St.

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
258 Dauphin St.		AL	

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Mobile	AL	36602	224 Dauphin St.

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
224 Dauphin St.	Mobile	AL	36602

City	State	Zip Code	Business Phone Number	Building Type
Mobile	AL	36602	251-401 8316	

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251 401 8316	82-2296020	AL R 009930324	

Business Contact Person Information

Name	Title	Phone	Email
Lacy Scott	Pres	2514018316	Litcigars2017@gmail

Land/Building Information

Do you own or rent/lease the property? —

Property Owner Name	Do you have a legal description of property?
City of Mobile	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
1621 Virgin St.		

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36604	30K	

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below) No	Equipped for on premise consumption
Habitually used for providing food to public	Restroom Facilities — Patio Area

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Lavy Scott	President	

Race	Sex	Date of Birth	Home Address
B	M		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email
Mobile, AL United States	2514018316	Litcigars2017@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
No				

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
Yes	Lit Cigar Lounge		258 Dauphin St.
	Lure		270 Dauphin St.

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
YES	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

ARTICLES OF INCORPORATION

OF

LIT CIGAR LOUNGE, INC.

2017042324 1/4
Bk: LR7535 Pg:954
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-1, et seq., adopts the following Articles of Incorporation.

ARTICLE I

The name of the corporation is LIT Cigar Lounge, Inc. and the duration is perpetual.

ARTICLE II

The corporation has been organized for following purposes:

To establish and operate a retail business that specializes in the sale of tobacco products to the general public.

To transact any and all lawful business that shall be necessary, convenient or incident, suitable, proper, advisable or desirable to achieve its business objectives or to protect the corporation against loss; to do any act and engage in any business or businesses of any kind or nature, except as might otherwise be prohibited by law.

ARTICLE III

The aggregate number of shares that the corporation shall be authorized to issue is 1000 shares of common stock. The par value of each share shall be $1.00.

ARTICLE IV

Provisions for the regulation of the internal affairs of the LIT Cigar Lounge, Inc. are:

The Board of Directors shall have the power to adopt the initial By-Laws of the corporation by a majority vote. The power to alter, amend or repeal the By-Laws shall be vested in the Board of Directors to be exercised by a majority vote of the Board.

Mobile County, Alabama
I hereto certify this instrument
filed on 02/27/2017 8:57:21 AM
Don Davis, Probate Judge
Deed Tax: $ .00
Mortgage Tax: .00
Mineral Tax: .00
Rec Tax: .00
Index Fee: 1.00
E-R Fee: .00
Purchase Fee: 12.00
Recording Fee: 10.00
TOTAL: $23.00
20170227000
Bk:LR7535
Pg:954

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct . Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36606

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this 2nd day of June, 2017.

_____(SEAL)
Larry Scott, Incorporator

THIS INSTRUMENT WAS PREPARED BY:

Charles N Delmore
551 Osage St
Mobile, AL 36617

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned authority, personally appeared Larry Scott, whose name is signed to the within Articles of Incorporation as Incorporator of Helping Hand, Inc., and who acknowledged to me that she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27K day of July, 2017.

NOTARY PUBLIC

My Commission Expires
03/05/2019

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name
The above described property is	to/by

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
	Lacy Scott
Owner of Property (Signature)	Applicant Name (Signature)
	Lacy Scott
Address	Address
City, State, Zip	City, State, Zip
Date Agreement Signed	Date Agreement Signed

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type			License Type	
Corp.			Alcohol Special Event	
Legal Business Name			**Trade Name (DBA)**	
Lit Cigar Lounge				
Physical Address of Business (Street Name, Suite #)			**Building Square Footage**	**Building Stand alone or attached**
258 Dauphin St.				
City	**State**	**Zip Code**	**Did you include the *REQUIRED* drawing with this sheet?**	
	AL			

Business Contact Person			
Name	**Title**	**Phone**	**Email**

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
None	None	Yes	T-5.2	Yes
Comments				
Print Name	**Signature**		**Date**	
Payton Rogers			9/29/2023	

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
Larry Scott	9/29/23
Owner/Applicant Signature	**Title**
Larry Scott	President

City of Mobile
Ladd Stadium
1621 Virginia Street
Mobile, Alabama 36604

MOBILE
ALABAMA

To Whom It May Concern,

The City of Mobile's Ladd-Peebles Stadium will be hosting an event, Gulf Coast Challenge, on 10/7/23. The event will begin at 1:00pm and end at 11:00 pm.

The Gulf Coast Challenge event takes place at Ladd-Peebles Stadium, 1621 Virginia Street, Mobile, AL 36604.

The City of Mobile will be leasing space at the event to Lit Cigar Lounge, Inc. to provide bar services during the event. Lit Cigar Lounge, Inc. will be able to set up a bar location within the event space, in Ladd-Peebles Stadium, during the event hours on 10/7/23.

If you have any questions, please feel free to reach out.

Thank you,

Shonnda R. Smith
Deputy Executive Director of Public Works
City of Mobile

City of Mobile
Ladd Stadium
1621 Virginia Street
Mobile, Alabama 36604

MOBILE
ALABAMA

Scheduling Confirmation

Facility: Ladd-Peebles Stadium – 1621 Virginia Street, Mobile, AL 36604

Applicant: Lit Cigar Lounge, Inc. 258 Dauphin Street, Mobile, AL 36602 - (251) 401-8316

Event: Gulf Coast Challenge

Reservation Date

From: 10/7/23 at 1:00pm
To: 10/7/23 at 11:00pm

Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Larry D Sell
Applicant Signature

Lee Pett
Rentals Representative Signature

9/26/23
Date

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230926142706643

Type License: 140 - SPECIAL EVENTS RETAIL
State: $150.00 **County:** $150.00

Type License:
State: **County:**

Trade Name: GULF COAST CHALLENGE
Filing Fee: $50.00

Applicant: LIT CIGAR LOUNGE INC
Transfer Fee:

Location Address: 1621 VIRGINIA ST MOBILE, AL 36604

Mailing Address: 6501 CRANEBRAKE RD MOBILE, AL 36695

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** CORPORATION

Book, Page, or Document info: 97-892

Do you sell Draft Beer?:

Date Incorporated: 08/04/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 08/04/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LEANNA RHONE SCOTT	VICE PRESIDENT	MOBILE	[redacted]
LARRY OLANDA SCOTT	OWNER	MOBILE	[redacted]

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: LARRY SCOTT
Business Phone: 251-401-8316
Fax:

Home Phone: 251-401-8316
Cell Phone: 251-401-8316
E-mail: LITCIGARS2017@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: 20230926142706643

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-7055
What is lessors primary business? CITY GOVERNMENT
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? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 30000 Display Square Footage:
Building seating capacity: 300 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:
LARRY SCOTT	OBSTRUCTED WINDSHIELD 2/26/2014	MOBILE COUNTY SHEFIFFS DEPARTMENT	FINE PAID
LARRY SCOTT	CRIMINAL MISCHIEF 12/28/2001	MOBILE POLICE DEPARTMENT	FINE PAID
LARRY SCOTT	RECEIVING STOLEN PROPERTY 12/12/1997	MOBILE POLICE DEPARTMENT	10/14/1999 MISDIMEANOR AND 1 YEAR PROBATION

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230926142706643

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 10/07/2023 Ending Date: 10/07/2023
Special terms and conditions for special event/special retail:
THE EVENT WILL BE HELD AT LADD PEOPLES STADIUM. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED IN 9 OZ CUPS NO ONE IS ALLOWED TO LEAVE THE PREMISE . THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Are there any special restrictions, instructions, and/or conditions for this license?: THE EVENT WILL BE HELD AT LADD PEOPLES STADIUM. ENTRANCE AND EXITS WILL BE CONTROLLED. BEER WINE AND LIQUOR WILL BE SERVED IN 9 OZ CUPS NO ONE IS ALLOWED TO LEAVE THE PREMISE . THIS IS A NON RENEWABLE LICENSE.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230926142706643

Initial each | **Signature page**

Initial each	
[ ]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[ ]	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.
[ ]	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.
[XX]	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
[XX]	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[ ]	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.
[ ]	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.
[ ]	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): Holly Scott

Signature of Applicant: Holly O'Neill

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham

Commission expires: 9/17/25

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

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
MICHAEL MCDONALD STRINGER RESOLUTION	Cover Memo	9/25/2023
MICHAEL MCDONALD CONTRACT	Cover Memo	9/25/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	Carmody, Kim	Approved	9/25/2023 - 12:36 PM
Budget	Sapp, Celia	Approved	9/25/2023 - 4:34 PM
Legal	Kern, Chris	Approved	9/26/2023 - 9:58 AM
Legal	Kern, Chris	Approved	9/26/2023 - 9:58 AM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:16 PM

01- 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Michael McDonald to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $70,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

Professional Services Contract
City of Mobile

Mobile Tennis Racquet Stringing

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ___ day of___ 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Michael McDonald (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets, 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

A. Contractor agrees that it will provide the services as described below and in the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the Exhibit A. The total amount of this contract should not exceed $70,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

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 ventures, 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. All designs, logos, artwork, graphics, 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.

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. 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 Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Michael McDonald
4210 Burma Hills Drive
Mobile, Alabama 36693

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

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 the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

NAME: Michael McDonald

BY: _____ Date: 9/25/23

Its Racquet Stringer (Title)

Exhibit: RACQUET STRINGING LABOR

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.

2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.

3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.

4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.

5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.

6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.

7. City will pay Contractor $15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.

8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to FIS Outdoor for fertilizer for MPRD. General fund.

Amount of Contract:

$20,034.97

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

ATTACHMENTS:

Description	Type	Upload Date
20230926 FIS Agenda Package POs	Cover Memo	9/26/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:17 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
15157	2023	(2012) PARKS MAINTENANCE	FERTILIZER FOR MPRD (PRICE QUOTE)	$20,034.97	(296333) FIS OUTDOOR

Adopted:

_____
City Clerk

Bill To	Requisition 00015157-00 FY 2023
ACCOUNTS PAYABLE	PO 23014279
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
FIS OUTDOOR	LANGAN PARK DELIVERIES TO SAGE
5900 S LAKE FOREST DR	48 N. SAGE AVE.
STE 400	
	MOBILE, AL 36607
MCKINNEY, TX 75070	HANKINSC@CITYOFMOBILE.ORG
Tel#407-995-9095	Delivery Reference
Fax 407-995-9793	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/21/23	296333				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE QUOTE PER AUSTIN LONG. CONTACT CATHY HANKINS 251-208-1602 OR DAN OTTO 251-208-1604 FOR DELIVERY INSTRUCTIONS.			
001	FERTILIZER 15-0-15 FAIRWAY GRADE (SGN 200) SULFER COATED UREA AT 75% SLOW RELEASE WITH .38% PRODIAMINE. 50LB BAGS.	17.00 TON	831.53000	14136.01
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			14136.01
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference CATHY HANKINS			
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	FERTILIZER 15-0-15 FAIRWAY GRADE (SGN 200) SULFER COATED UREA AT 75% SLOW RELEASE, 50LB BAGS.	9.00 TON	655.44000	5898.96
	1 1000.40.20.2030.2012.2005.0000.0000.44020.			5898.96

Bill To	Requisition 00015157-00 FY 2023
ACCOUNTS PAYABLE	PO 23014279
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor	Ship To
FIS OUTDOOR	LANGAN PARK DELIVERIES TO SAGE
5900 S LAKE FOREST DR	48 N. SAGE AVE.
STE 400	
	MOBILE, AL 36607
MCKINNEY, TX 75070	HANKINSC@CITYOFMOBILE.ORG
Tel#407-995-9095	Delivery Reference
Fax 407-995-9793	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/21/23	296333				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

Requisition Link

Requisition Total 20034.97

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

Account	Amount	Remaining Budget
1000.40.20.2030.2012.2005.0000.0000.44020.	20034.97	97653.57
PARKS MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	09/26/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	09/22/23	KIM CARMODY	
Approved	09/22/23	DANIEL OTTO	Auto approved by: 910520521
Approved	09/26/23	KIM CARMODY	Auto approved by: 91055604
Approved	09/26/23	DANIEL OTTO	
Approved	09/26/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/26/23	SANDRA LEWIS	Auto approved by: 9105paij

Bill To	Requisition 00015157-00 FY 2023
ACCOUNTS PAYABLE	PO 23014279
P O BOX 389	Acct No:
	1000.40.20.2030.2012.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
FIS OUTDOOR	LANGAN PARK DELIVERIES TO SAGE
5900 S LAKE FOREST DR	48 N. SAGE AVE.
STE 400	
	MOBILE, AL 36607
MCKINNEY, TX 75070	HANKINSC@CITYOFMOBILE.ORG
Tel#407-995-9095	Delivery Reference
Fax 407-995-9793	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/21/23	296333				PARKS MAINTENANCE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/26/23	STEVEN KRONINGER		Auto approved by: 9105paij	
	Approved	09/26/23	SAMANTHA COOLEY		Auto approved by: 9105paij	
	Approved	09/26/23	JOHN PAINE		Approved by: 9105neej	
	Approved	09/26/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Relya Mallory McMillian,
Capital Projects Administrator

Sponsored by:

William S. Stimpson,
Mayor

Purpose and Scope of Project:

To Allocate $50,000 from the unassigned fund balance in the General Fund to General Ledger Account #10049070.42080 Performance Contracts. These funds will be used to enter into a performance contract in the General Fund, FY2024 Budget Year, with UJ Robinson Memorial Center.

Funding Source

Project # **Discretionary Funds**

Project String 1000 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FY2024 UJ Robinson Perf Contract	Cover Memo	9/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	9/21/2023 - 5:03 PM
Budget	Sapp, Celia	Approved	9/21/2023 - 4:10 PM
Legal	Kern, Chris	Approved	9/21/2023 - 5:12 PM
			9/21/2023 - 5:12

Legal	Kern, Chris	Approved	9/21/2023 - 5:20 PM
Mayors Office	Barber, James	Approved	9/21/2023 - 5:20 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, **ALABAMA,** that the sum of $50,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to General Ledger Account #10049070.42080 Performance Contracts.

These funds will be used to enter into a Performance Contract in the General Fund; FY2024 Budget Year with UJ Robinson Memorial Center.

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:
Michael Linder, 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
resolution	Cover Memo	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 2:13 PM

14-1101 2023

A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT AND AUTHORIZING SUCH INCORPORATION

Sponsored by: Councilmember Carroll, District 2

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA AS FOLLOWS:

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the attached application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

3 year contract retroactive to 1 Jan 2023 for managed print services for MFRD for 47 printers charged at $0.01914/page black & white printing (est 16,231 pgs/mo x 36 mo) and $0.11656/page color printing (est. 4,367 pgs/mo x 36mo). Total approximate amount of $30,000 per year.
General fund.

Amount of Contract:

Approx $30,000 per year

Effective Date of Contract:

1/1/2023

Funding Source

Project #	**Discretionary Funds**
Project String 1004 1510 42145	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Agenda Package Canon Print Services MFRD	Cover Memo	9/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/25/2023 - 4:35 PM

Legal	Kern, Chris	Approved	9/26/2023 - 11:21 AM
Legal	Kern, Chris	Approved	9/26/2023 - 11:21 AM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:16 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 THE CITY OF MOBILE, ALABAMA, that the Mayor and the 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 Canon Solutions America, Inc., for print support services and supplies for Mobile Fire Rescue Department in an approximate amount of $30,000.00 per year, retroactively beginning January 1, 2023, for three years, at unit pricing 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

DocuSign Envelope ID: FDF12886-9739-45DB-9A49-027C49D0B41B

Order#: _____

Order Form

Canon Solutions America, Inc.

Remit Address: 15004 Collections Center Drive, Chicago, IL 60693

NATIONAL IPA PRICING AGREEMENT

Managed Print Services

BILL TO:

City of Mobile

P.O. Box 389

Mobile, AL 36633

Phone: (251) 208-7434

Contact: Anne Foley

Date: 1/1/2023

Renewal Term 36 Months (36, 48, 60, other)
CSA MPS Contract# 2589046
Requested Start Date: 1/1/2023
(no sooner than 10 days sfter contract order date and completion of Schedule A or B and submission of printed configuration page for each printer)

Do you require a P.O. for payment? ☑ Yes ☐ No

Is there a statement of Work ("SOW") covering additional services?

☐ Yes ☑ No

Note: Charges for additional services are billed separately.

The Printers covered under this Agreement are listed on **Schedule A, Schedule A-MICR, and/or Schedule B**.

Coverage Plan
☐ Per Unit ☑ Fleet

The initial price for the Fleet coverage plan is reflected in the table below. When selecting the Per Unit coverage plan, the Per Image Charge for each model will be reflected in Schedule A, Schedule A-MICR, and/or Schedule B.

Estimated Quarterly Print Volume		Quarterly Base Charge	Per Image Charge (Fleet)		
B & W	Color		B & W	Color	MICR
			$0.0191	$0.1166	

Toner Type
☑ OEM ☐ 3rd Party

DocuSign Envelope ID: FDF12886-9739-45DB-9A49-027C49D0B41B

Bill To:
City of Mobile
PO Box 389
Mobile, AL 36633

TERMS & CONDITIONS

All terms and conditions apply in accordance with the National IPA, REGION 4 EDUCATION SERVICE CENTER (ESC) Contract #R171401 for Managed Print Solutions with Canon Solutions America, Inc. dated March 1, 2018.

Canon Solutions America, Inc (CSA) 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.

CSA 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.

CSA 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.

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.

LESSEE: Sandy Stimpson TITLE: Mayor, City of Mobile DATE: _____

CSA: DocuSigned by: 08F21B177E9D467... TITLE: SVP, Finance, Accounting & GA DATE: 09/22/2023 | 5:32 AM PDT

Approved Bus Ops 09.22.23

Attachments:

- ☑ Schedule A
- ☐ Schedule B
- ☐ Schedule A-MICR

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CANON SOLUTIONS AMERICA

Total # of Printers on Schedule A: 48

MPS Schedule A - Initial Listing of Covered Components

Customer Name: City of Mobile Fire Rescue Department **Order Date:** January 1, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
1	2BP04221	Canon	Color imageCLASS MF429DW	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2525 Hillcrest Road			Mobile		AL	36695	CSA
2	2TA04028	Canon	Color imageCLASS MF449DW	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		ODI Room		700 Museum Drive Station 18			Mobile		AL	36608	CSA
3	3DG24581	Canon	Color imageCLASS XMF1127C	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Station 1		6801 Overlook Road			Mobile		AL	36618	CSA
4	3DG24939	Canon	Color imageCLASS XMF1127C	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Communications		7340 Ziegler Blvd			Mobile		AL	36608	CSA
5	3DG27753	Canon	Color imageCLASS XMF1127C	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Fire Chief		701 St Francis Street			Mobile		AL	36602	CSA
6	3DG29300	Canon	Color imageCLASS XMF1127C	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Seelhorst Station		5525 Commerce Blvd			Mobile		AL	36619	CSA
7	WTL18667	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief of Operations		701 St Francis Street			Mobile		AL	36602	CSA
8	WTL18668	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief of Staff		701 St Francis Street			Mobile		AL	36602	CSA
9	WTL18669	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Hallway		701 St Francis Street			Mobile		AL	36602	CSA
10	WTL18670	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER

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CANON SOLUTIONS AMERICA

Total # of Printers on Schedule A: 48

MPS Schedule A - Initial Listing of Covered Components

Customer Name: City of Mobile Fire Rescue Department **Order Date:** July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Youth Fire Prevention		4851 Museum Drive			Mobile		AL	36608	CSA
11	WTL18672	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		EMS		701 St Francis Street			Mobile		AL	36602	CSA
12	WTL18674	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Hallway		701 St Francis Street			Mobile		AL	36602	CSA
13	WTL18675	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Purchasing		2851 Old Shell Road			Mobile		AL	36607	CSA
14	WTL18677	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Office Manager		701 St Francis Street			Mobile		AL	36602	CSA
15	WTL18702	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief Cooper		2851 Old Shell Road			Mobile		AL	36602	CSA
16	WTL18704	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		3rd Floor Payroll		701 St Francis Street			Mobile		AL	36602	CSA
17	WTL18705	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Upstairs Chief		2851 Old Shell Road			Mobile		AL	36607	CSA
18	WTL18706	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		EMS Billing/ Fire Investigators		4851 Museum Drive			Mobile		AL	36608	CSA
19	WTL18712	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		911 Communications Dispatchers		7340 Ziegler Blvd			Mobile		AL	36608	CSA

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CANON SOLUTIONS AMERICA

Total # of Printers on Schedule A: 48

MPS Schedule A - Initial Listing of Covered Components

Customer Name: City of Mobile Fire Rescue Department **Order Date:** July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
20	WTL18715	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Fleet Facilities		701 St Francis Street			Mobile		AL	36602	CSA
21	WTL18716	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		1st Floor Main Area		701 St Francis Street			Mobile		AL	36602	CSA
22	WTL18856	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		2nd Floor Main Area		2851 Old Shell Road			Mobile		AL	36607	CSA
23	WTL18857	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief		57 S Lafayette Street			Mobile		AL	36604	CSA
24	WTL18859	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief Kink		2851 Old Shell Road			Mobile		AL	36607	CSA
25	WTL18862	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief		200 Davenport Avenue			Mobile		AL	36607	CSA
26	WTL18863	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Training Chief		860 Owens Street			Mobile		AL	36602	CSA
27	WTL18866	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief		5525 Commerce Blvd			Mobile		AL	36619	CSA
28	WTL18869	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Communications		7340 Ziegler Blvd			Mobile		AL	36608	CSA
29	WTL18896	Canon	Color imageCLASS MF735 cdw	1	1	-	$0.00	-	-	0.0191	0.1166	0		

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CANON SOLUTIONS AMERICA

Total # of Printers on Schedule A: 48

MPS Schedule A - Initial Listing of Covered Components

Customer Name: City of Mobile Fire Rescue Department **Order Date:** July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Chief - 2nd Floor		8080 Airport Boulevard			Mobile		AL	36608	CSA
30	2BP04033	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		4710 Airport Blvd			Mobile		AL	36608	CSA
31	2BP04049	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8080 Airport Boulevard			Mobile		AL	36608	CSA
32	2BP04050	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		200 Davenport Avenue			Mobile		AL	36607	CSA
33	2BP04063	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Fire Supply Front Desk		2851 Old Shell Road			Mobile		AL	36607	CSA
34	2BP04067	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		57 S Lafayette Street			Mobile		AL	36604	CSA
35	2BP04208	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		8839 Flav Pierce Road			Mobile		AL	36608	CSA
36	2BP04210	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2711 Airport Boulevard			Mobile		AL	36606	CSA
37	2BP04212	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1000 S Houston Street			Mobile		AL	36606	CSA
38	2BP04213	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER

DocuSign Envelope ID: FDF12886-9739-45DB-9A49-027C49D0B41B

CANON SOLUTIONS AMERICA

Total # of Printers on Schedule A: 48

MPS Schedule A - Initial Listing of Covered Components

Customer Name: City of Mobile Fire Rescue Department **Order Date:** July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2062 Dr Martin Luther King Jr Ave			Mobile		AL	36617	CSA
39	2BP04214	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		512 Stimrad Road			Mobile		AL	36610	CSA
40	2BP04218	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		2520 Aerospace Blvd			Mobile		AL	36615	CSA
41	2BP04219	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1275 Azalea Road			Mobile		AL	36693	CSA
42	2BP04220	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1004 S Broad Street			Mobile		AL	36603	CSA
43	2BP04222	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		1951 S Maryvale Street			Mobile		AL	36605	CSA
44	2BP04224	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		7050 Old Military Road			Mobile		AL	36582	CSA
45	2BP04225	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		5525 Commerce Blvd			Mobile		AL	36619	CSA
46	2BP04226	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		6801 Overlook Road			Mobile		AL	36618	CSA
47	2BP04227	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Alarm Room		700 Museum Drive			Mobile		AL	36608	CSA

CANON SOLUTIONS AMERICA

Total # of Printers on Schedule A: 48

MPS Schedule A - Initial Listing of Covered Components

Customer Name: City of Mobile Fire Rescue Department

Order Date: July 24, 2023

#	SERIAL NUMBER	MAKE	MODEL	TOTAL METER	BW START METER	CLR START METER	BASE CHARGE	BW ALLOWANCE	CLR ALLOWANCE	BW CPC	CLR CPC	COST CENTER		
48	2BP04229	Canon	imageClass MF429 dw	1	1	-	$0.00	-	-	0.0191	0.1166	0		
	CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS		RM/STE/FLR/DEPT		ADDRESS			CITY		STATE	ZIP CODE	SERVICING DEALER
	Howard Popple	251-208-7818	poppleh@cityofmobile.org		Main Office		3471 Dauphin Island Parkway			Mobile		AL	36605	CSA

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:
Marc Vassallo, Public Services

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Amend contract with Chris Francis Tree Care LLC, for City-wide tree maintenance and removal services to set NTE amount to $1,500,000.00 for first year.
General fund.

Amount of Contract:
Add $750,000 to first year

Funding Source

Project #	**Discretionary Funds**
Project String 10042018 42070	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	9/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	9/28/2023 - 12:24 PM
Legal	Kern, Chris	Approved	9/28/2023 - 2:21 PM
Legal	Kern, Chris	Approved	9/28/2023 - 2:22 PM
Mayors Office	Montgomery, Brandi	Approved	9/28/2023 - 2:24 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City Council previously approved a contract with Chris Francis Tree Care, LLC, which was bid on a unit price job order basis with no minimum or maximum total contract amount guaranteed, but fixed by contract at a 'not to exceed' amount; and

WHEREAS, the City finds it necessary to raise the annual not to exceed amount of the contract by means of an amendment/change order, nevertheless still based on the bid unit price job order amounts; and finding that 1) the prices are fair and reasonable, 2) the prices are based on unit price bid, 3) the scope is not changing and 4) the contractor is already mobilized and working; and finding no reason that this contract be rebid for the stated reasons;

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, an amendment to a contract, by and between the City of Mobile and Chris Francis Tree Care, LLC, to set the annual not- to-exceed amount of the contract at $1,500,000.00, for City-wide tree maintenance and removal services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract amendment is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

Submitted by:

Jennifer White, Traffic Engineering Dept.

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
resolution	Cover Memo	9/28/2023
packet	Cover Memo	10/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 1:48 PM

RESOLUTION

Sponsored by: Councilmember William Carroll, District 2

WHEREAS, under the provisions of Chapter 61, Article V of the Mobile City Code, Section 61-221 "Authority to sign one-way streets and alleys[,]" adopted March 23, 1993, the City Traffic Engineer is authorized to designate streets and alleys within the City as one-way in the interest of public safety and convenience, with the consent of the City Council; and

WHEREAS, the City Traffic Engineer has determined that it is in the interest of public safety and convenience to designate a portion of Church Street from the intersection of McDonald Avenue to one-hundred sixty (160) feet east of the intersection of McDonald Avenue as one-way;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Council consents to the designation of a portion of Church Street from the intersection of McDonald Avenue to one-hundred sixty (160) feet east of the intersection of McDonald Avenue as one-way by the City Traffic Engineer. The City Traffic Engineer shall place signs indicating the direction of lawful traffic movement where movement of traffic in the opposite direction is prohibited in accord with this resolution.

ADOPTED:

_____

City Clerk

APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT

TO THE GOVERNING BODIES OF THE CITY OF MOBILE, ALABAMA, THE COUNTY OF MOBILE, ALABAMA, THE MOBILE DOWNTOWN REDEVELOPMENT DISTRICT, AND THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY:

We, the undersigned natural persons each of whom is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 and file this Application:

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The "Project").

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

3. The proposed members of the District are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), the Mobile Downtown Redevelopment Authority (the "RDA"), and the Board of School Commissioners of Mobile County (the "School Board").

4. The District shall be governed by a board of directors which shall be comprised of eleven (11) persons. The number of directors which the governing body of each authorizing subdivision shall be entitled to elect are as follows:

   i. The City shall appoint a total of eight (8) directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.

   ii. The County shall appoint one (1) director, to be chosen by the duly elected County Commissioner for District One.

   iii. The RDA shall appoint one (1) director, to be chosen by a majority vote of the board members of the RDA.

iv. The School Board shall appoint one (1) director, to be chosen by a majority vote of its duly elected Commissioners upon nomination by its Superintendent.

5. The proposed location of the principal office shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

6. Each of the applicants is a duly qualified elector of Mobile County, Alabama.

7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

8. The undersigned hereby request that each of the governing bodies of the City, the County, the RDA, and the School Board adopt a resolution declaring that it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned to proceed with formation of the District by the filing of a certificate of incorporation in accordance with the provisions of ALA. CODE § 11-99B-4.

9. A copy of the proposed form of certificate of incorporation for the District is attached hereto as Exhibit A and made a part hereof by reference.

WITNESS OUR SIGNATURES this ____day of _____, 2023.

_____
Name: Sydney G. Raine

_____
Name: Sydney Betbeze

_____
Name: Ellis Foster

CERTIFICATE OF INCORPORATION
OF
THE MOBILE CITY/COUNTY AFFORDABLE HOUSING COOPERATIVE DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district (the "District") under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge, and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Sydney G. Raine
751 S. Cedar Street
Mobile, Alabama 36603

Sydney Betbeze
1210 Selma Street
Mobile, Alabama 36604

Ellis Foster
1603 Cedar Downs Street
Mobile, Alabama 36605

Each of the foregoing named persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

ARTICLE TWO

The period for the duration of the District shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), the Mobile Downtown Redevelopment Authority (the "RDA"), and the Board of School Commissioners of Mobile County (the "School Board"). On _____, the governing body of the City adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit A and made a part hereof by reference. On _____, the governing body of the County adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit B and made a part hereof by reference. On _____, the governing body of the RDAy adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit C and made a part hereof by reference. On _____, the governing body of the School Board adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as Exhibit D and made a part hereof by reference.

ARTICLE FOUR

The name of the District shall be "The Mobile City/County Neighborhood Revitalization Cooperative District". Attached hereto as Exhibit E and made a part hereof by reference is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the District is not identical to that of any other corporation or business entity organized under the laws of the State of Alabama or else so nearly similar as to lead to conclusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

ARTICLE FIVE

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The "Project").

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of eleven (11) persons. The number of directors which the governing body of each authorizing

subdivision shall be entitled to elect, and the proportional voting power of the respective directors elected by each authorizing subdivision are as follows:

i. The City shall appoint a total of eight (8) directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.

ii. The County shall appoint one (1) director, to be chosen by the duly elected County Commissioner for District One.

iii. The RDA shall appoint one (1) director, to be chosen by a majority vote of the board members of the RDA.

iv. The School Board shall appoint one (1) director, to be chosen by a majority vote of its duly elected Commissioners upon nomination by its Superintendent.

ARTICLE SEVEN

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

ARTICLE EIGHT

The applications filed with the governing bodies of each of the authorizing subdivisions in accordance with Ala. Code § 11-99B-3 was identical to the copy thereof attached to this certificate of incorporation as Exhibit F.

ARTICLE NINE

The District shall have all the powers conferred on corporations of like nature by the Enabling Law, and any amendment to same hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law or any amendments to same hereafter made.

ARTICLE TEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have signed this certificate of incorporation of this ____day of _____, 2023.

_____
Sydney G. Raine

_____
Sydney Betbeze

_____
Ellis Foster

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney G. Raine, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ___day of _____, 2023.

_____
NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney Betbeze, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ___day of _____, 2023.

_____
NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Ellis Foster, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ___day of _____, 2023.

_____
NOTARY PUBLIC

[SEAL]

My commission expires: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:10/3/2023

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	9/28/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/28/2023 - 12:59 PM

RESOLUTION

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

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6301 Grelot Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 7th day of November, 2023, at 10:30 a.m., to consider adoption of an ordinance for the modification of a previously approved Planned Unit Development by removing a portion of the property from the Planned Unit Development.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT 1, CHRIST UNITED METHODIST CHURCH SUB01V1SION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOT 3A, IS PER PLAT RECORDED IN MAP BOOK 91, PAGE 122 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOTS 1, 2, AND 3 OF RESUBDIVISION OF LOTS 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3 AS RECORDED IN INSTRUMENT #2021046151 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on July 17, 2023 to be consistent with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested modification on September 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;

3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";

5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of November, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 11th day of October, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 6301 Grelot Road.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on June 3, 2021. The owner of said property has applied for a Major Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision. If approved, the modification of the previously approved Planned Unit Development is subject to the following proposed conditions: 1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council; 2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval; 3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B; 4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance"; 5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC; 6. Compliance with all Engineering comments noted in the staff report; 7. Compliance with all Traffic Engineering comments noted in the staff report; 8. Compliance with all Urban Forestry comments noted in the staff report; 9. Compliance with all Fire Department comments noted in the staff report; 10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and, 11. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code will be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE

WHEREAS, a Planned Unit Development (PUD) was approved on June 3, 2021 to allow shared access between multiple building sites, and multiple buildings on a single building site on property located at 6301 Grelot Road and described as follows:

LOT 1, CHRIST UNITED METHODIST CHURCH SUB01V1SION AS PER PLAT RECORDED IN MAP BOOK 77, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOT 3A, IS PER PLAT RECORDED IN MAP BOOK 91, PAGE 122 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA

ALSO LOTS 1, 2, AND 3 OF RESUBDIVISION OF LOTS 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3 AS RECORDED IN INSTRUMENT #2021046151 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

WHEREAS, the owner of said property applied for a Major Modification of a previously approved Planned Unit Development on July 17, 2023 to be consistent with the proposed subdivision.

WHEREAS, the Planning Commission held a public hearing on the requested modification on September 7, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;

6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

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

Section One: That the Major Modification of the PUD is hereby approved with the following required conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";

5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

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

Adopted:

_____

Lisa Lambert, City Clerk

Christ United Methodist Church
6301 Grelot Road
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

September 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of September 7, 2023 considered the request of Christ United Methodist Church, for a Major Modification of a Previously Approved Planned Unit Development (PUD) to be consistent with the proposed subdivision for the property located at 6301 Grelot Road.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;

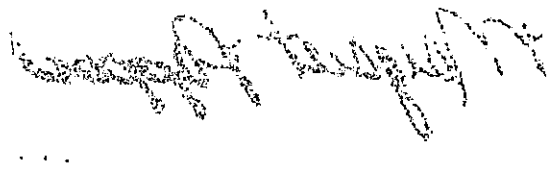
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

September 12, 2023

Hunter Smith
Smith Clark & Associates, LLC
30941 Mill Lane
Suite G
Box 258
Spanish Fort, Alabama 36527

Re: 6301 Grelot Road
MOD-002587-2023
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

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

At its meeting on September 7, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

A. The request is consistent with all applicable requirements of this Chapter;
B. The request is compatible with the character of the surrounding neighborhood;
C. The request will not impede the orderly development and improvement of surrounding property;
D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood or be more injurious to property or improvements in the neighborhood.
E. The request will minimize traffic hazards and traffic congestion on the public roads;
F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
G. The request shall not be detrimental or endanger the public health, safety or general welfare; and
H. Benefits Consideration. The request will be in the City's and the larger community's best interests.

Based on the above criteria, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;

2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in the staff report;
7. Compliance with all Traffic Engineering comments noted in the staff report;
8. Compliance with all Urban Forestry comments noted in the staff report;
9. Compliance with all Fire Department comments noted in the staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

The advertising fee for this application based on the current legal description is $528.96. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director Planning and Zoning

MOBILE CITY PLANNING COMMISSION
August 11, 2023
PUBLIC HEARING NOTICE

NOTICE OF HOLDOVER

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Applicant(s) / Owner(s):

Per the applicant's request, the above referenced application has been HELDOVER to the City of Mobile's Planning Commission meeting on Thursday, September 7, 2023, at 2:00 pm.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 6, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
August 11, 2023
PUBLIC HEARING NOTICE

NOTICE OF HOLDOVER

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Property Owner(s):

Per the applicant's request, the above referenced application has been HELDOVER to the City of Mobile's Planning Commission meeting on Thursday, September 7, 2023, at 2:00 pm.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, September 6, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

SMITH CLARK & ASSOCIATES land surveyors

August 11, 2023

City of Mobile
Planning & Zoning

RE: MOD-002587-2023 & SUB-002557-2023 / Holdover

Good afternoon Marie,
Per your conversation/email with Danny Clark, please holdover the two referenced submittals for Christ United Methodist Church to the September 7th meeting. We will revise the submittal to include Lot B as part of the PUD in lieu of removing it as previously submitted. The revised application & site plans will be submitted no later than Friday, August 18th.

Thank you,

Nicole Palmer
Smith Clark & Associates, LLC

30941 Mill Lane, Suite G, Box 258 • Spanish Fort, AL 36527 • (251) 626-0404
danny@smithclarkllc.com

MOBILE CITY PLANNING COMMISSION
July 25, 2023
PUBLIC HEARING NOTICE

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, August 17, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 16, 2023, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
July 25, 2023
PUBLIC HEARING NOTICE

Re: 6301 Grelot Road
Christ United Methodist Church Subdivision, Resubdivision of Lot 1,
Resubdivision of Lot 2A
MOD-002587-2023
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC
District 6
Modification of a previously approved Planned Unit Development to be consistent with the proposed subdivision.

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, August 17, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

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

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

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

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, August 16, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits** Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments** Checklist B

☐ **Planned Development** Checklist C

☒ **Previously approved Planning Approvals or Planned Unit Development** Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

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1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Hunter Smith or Daniel Clark	Same as Applicant
Firm:	Smith Clark & Associates, LLC	
Phone:	251-626-0404	
Email:	danny@smithclarkllc.com	
Address:	30941 Mill Ln, Ste G Box 258, Spanish Fort AL 36527	

	Owner	Design Professional
Name:	Rob Blackwell, Administrator	
Firm:	Christ United Methodist Church	
Phone:	251-232-4148	
Email:	rob.blackwell@christunited.com	
Address:	6101 Grelot Rd, Mobile AL 36609	

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

0 Grelot Rd, Mobile
Property Address

19.3 Acres
Property Area (acres or square feet)

KEY2670292
Parcel Number(s) or Key Number(s)

B-3
Present Zoning or Transect District

n/a
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

2023.07.17
Applicant or Agent Signature (if applicable)

7/17/2023
Date

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

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

2023.07.17
Applicant or Agent Signature

7/17/2023
Date

CHECKLIST D
Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   This modification is to remove a portion of the property from the PUD. It will not affect the Comprehensive Plan.

   Neighborhood Center - Suburban
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   This modification is to remove a portion of the property from the PUD. It will not affect the character or the surrounding neighborhood.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   This modification is to remove a portion of the property from the PUD. It will not impact the development of adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

This modification is to remove a portion of the property from the PUD. No new structures will be added by this modification.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

This modification is to remove a portion of the property from the PUD. No new landscaping will be added by this modification.

☐ Lighting:

This modification is to remove a portion of the property from the PUD. No new lighting will be added by modification.

☐ Hours of operation:

☐ Other conditions that are unique to the use of the property:

n/a

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

This modification is to remove a portion of the property from the PUD. No elements will be added that would be detrimental to the publics health, safety or general welfare by this modification.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

This modification is to remove a portion of the property from the PUD.

SMITH & CLARK & ASSOCIATES land surveyors

AGENT AUTHORIZATION FORM

Property Owner(s)

Company Name: Christ United Methodist Church
Mailing Address: 6101 Grelot Rd
City, State & Zip Code: Mobile, AL 36609
Email:

Authorized Agent

Name: Hunter C. Smith or Daniel Clark / Smith Clark & Associates
Mailing Address: 30941 Mill Lane, Suite G, Box 258
City: Spanish Fort State: AL Zip Code: 36527
Telephone: (251) 626-0404 Email: hunter@smithclarkllc.com

Authorized for:

- ☒ Subdivision
- ☐ Building Permit
- ☐ Land Disturbance/Land Use
- ☐ Sign Permit & Construction
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Annexation

Property Information

Parcel ID Information: KEY02670292

Property Address: 6301 Grelot Rd, Mobile

I/We, the owner(s) of the above referenced property, hereby authorize and permit the Authorized Agent to act as my/our representative and agent in any matter as described above. I/We understand that the Authorized Agents representation may include but not be limited to decisions related to status, conditions, or withdrawal of this application.

Authorized Representative

6/13/23
Date

Administrator
Title

City of Mobile · Planning & Zoning

Plan Submission Contact Information

Name of Project: Resub of Lot 1 of the Resub of Lot 2A Christ United Methodist Church

Address: 0 Grelot Rd, Mobile

Owner: Christ United Methodist Church, Rob Blackwell Administrator

Address: 6101 Grelot Rd, Mobile Zip Code: 36609

Phone: 251-232-4148 Fax: n/a Email: rob.blackwell@christunited.com

Authorized Agent: Smith Clark & Associates, LLC / Daniel Clark or Hunter Smith

Address: 30941 Mill Ln, Ste G Box 258, Spanish Fort Zip Code: 36527

Phone: 251-626-0404 Fax: n/a Email: danny@smithclarkllc.com

Contractor:

Address: Zip Code:

Phone: Fax: Email:

Civil Engineer:

Address: Zip Code:

Phone: Fax: Email:

Architect:

Address: Zip Code:

Phone: Fax: Email:

Submitted by:

Signature: DANIEL CLARK (Print)

Date: 6/15/23

Affiliation to project/Organization: AUTHORIZED AGENT

SMITH CLARK & ASSOCIATES land surveyors

July 17, 2023

Planning & Zoning
City of Mobile

RE: Christ United Methodist Church PUD Modification Justification

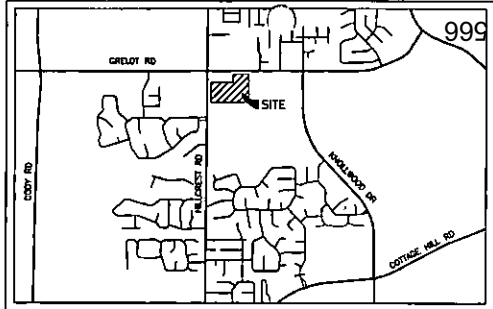
Smith, Clark & Associates is submitting, on the behalf of Christ United Methodist Church, a request to modify their existing PUD. Christ United Methodist Church intends to sell a lot, being created by a simultaneous subdivision application to a third party. The third party intends to develop the property in line with current zoning and regulations outside the existing PUD. This request is to remove approximately 1.45 AC from the existing PUD.

Sincerely,

Daniel Clark
2023.07.17
12:23:03-05'00'

Daniel Clark, PLS
Vice-President
Smith,Clark & Associates, LLC

30941 Mill Ln. Suite G, Box 258 • Spanish Fort, AL 36527•
(251) 626-0404
danny@smithclarkllc.com



VICINITY MAP
NOT TO SCALE

GRELOT ROAD (100' R.O.W.)

HILLCREST ROAD (100' R.O.W.)

CVS PHARMACY

GRAND SELF STORAGE

CAR WASH

CHRIST UNITED METHODIST CHURCH

EXISTING BUILDING

LOT B
(TO BE REMOVED)
83,133± S.F.
1.45± ACRES

LOT 1
RESUBDIVISION OF LOTS 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3 INSTRUMENT #2021049151
777,382± S.F.
17.85± ACRES

PARSONAGE

PRIVATE ROAD

7.5' DRAINAGE & UTILITY EASEMENT

PROPOSED ZONE B-3

PARKING SUMMARY
CHRIST UNITED METHODIST = 564 SPACES
CVS = 54 SPACES
SELF STORAGE = 8 SPACES
CARWASH = 25 SPACES
(25 SPACES RESERVED FOR MEDIAN SIGNS)
TOTAL = 641 SPACES

LANDSCAPING
CHRIST UNITED METHODIST
TOTAL LANDSCAPING = 307,101± S.F.
FRONTAGE LANDSCAPING = 642,346 S.F.

CVS PHARMACY
TOTAL LANDSCAPING = 15,576± S.F.
FRONTAGE LANDSCAPING = 12,876± S.F.

SELF STORAGE
TOTAL LANDSCAPING = 22,837± S.F.
FRONTAGE LANDSCAPING = 14,488± S.F.

CARWASH
TOTAL LANDSCAPING = 16,276± S.F.
FRONTAGE LANDSCAPING = 8,876± S.F.

TOTAL PUD AREA
TOTAL LANDSCAPING = 362,321± S.F.
FRONTAGE LANDSCAPING = 698,472± S.F.

PUD NOTES

A. WASTE REMOVAL FOR THE SELF STORAGE WILL BE CURB SIDE PICK UP. WASTE REMOVAL FOR THE CAR WASH WILL UTILIZE A SMALL DUMPSTER LOCATED ON SITE.

B) ALL NEW DUMPSTERS WILL COMPLY WITH THE SANITARY SEWER CONNECTION AND ENCLOSURE REQUIREMENTS.

C) ANY FUTURE CHANGES TO THE SITE PLAN WILL REQUIRE A NEW PLANNED UNIT DEVELOPMENT.

D) SELF STORAGE BUILDING ON LOT 2 IS LIMITED TO MASONRY AND STUCCO MATERIALS FOR FACADE FRONTING GRELOT ROAD.

E) CITY OF MOBILE ENGINEERING DEPARTMENT NOTES:
1. ANY WORK PERFORMED IN THE EXISTING ROW (RIGHT-OF-WAY) SUCH AS DRIVEWAYS, SIDEWALKS, UTILITY CONNECTIONS, GRADING, DRAINAGE, EROSION, OR LANDSCAPING WILL REQUIRE A ROW PERMIT FROM THE CITY OF MOBILE ENGINEERING DEPARTMENT (208-6070) AND MUST COMPLY WITH THE CITY OF MOBILE EXCESS-OF-ROW CONSTRUCTION AND ADMINISTRATION ORDINANCE (MOBILE CITY CODE, CHAPTER 57, ARTICLE VIII).
2. A LAND DISTURBANCE PERMIT APPLICATION SHALL BE SUBMITTED FOR ANY PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY. A COMPLETE SET OF CONSTRUCTION PLANS FOR THE SITE WORK INCLUDING, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, GRADING, STORM WATER DETENTION SYSTEMS, PHASING SHALL NEED TO BE INCLUDED WITH THE LAND DISTURBANCE PERMIT. THIS PERMIT MUST BE SUBMITTED, APPROVED AND ISSUED PRIOR TO BEGINNING ANY OF THE CONSTRUCTION WORK.
3. ANY AND ALL PROPOSED LAND DISTURBING ACTIVITY WITHIN THE PROPERTY WILL NEED TO BE SUBMITTED FOR REVIEW AND BE IN CONFORMANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL; THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984); AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORMWATER RUNOFF CONTROL.
4. ANY EXISTING OR PROPOSED DETENTION FACILITY SHALL BE MAINTAINED AS IT WAS CONSTRUCTED AND APPROVED. THE LAND DISTURBANCE PERMIT APPLICATION FOR ANY PROPOSED CONSTRUCTION INCLUDES A REQUIREMENT OF A MAINTENANCE AND INSPECTION PLAN SIGNED AND NOTARIZED BY THE OWNER(S) FOR THE DETENTION FACILITY. THIS PLAN SHALL RUN WITH THE LAND AND BE RECORDED BY THE COUNTY PROBATE OFFICE PRIOR TO THE ENGINEERING DEPARTMENT ISSUING THEIR APPROVAL FOR A FINAL CERTIFICATE OF OCCUPANCY.
5. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE, AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT. THE OWNER/DEVELOPER IS RESPONSIBLE FOR ACQUIRING ALL OF THE NECESSARY PERMITS AND APPROVALS.
6. THE DEVELOPMENT MUST COMPLY WITH ALL ENGINEERING DEPARTMENTS POLICY LETTERS. USE IS LIMITED TO THE DENSITIES AS ILLUSTRATED ON THE APPROVED PUD, WITH ANY CHANGES IN SIZE, LOCATION, AND DESIGN TO BE APPROVED BY TRAFFIC ENGINEERING AND CONFORM TO MAJOR STANDARDS. REQUIRED ONSITE PARKING, INCLUDING ADA HANDICAP SPACES, SHALL MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE. 7. ZONING ORDINANCE.

F) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH STATE AND LOCAL LAWS THAT PERTAIN TO SOIL EROSION AND PROTECTION ON BOTH CITY AND PRIVATE PROPERTIES. STATE ACT 61-929 AND CITY CODE CHAPTER 57 AND 64, PHASE REMOVAL OF TREES IN THE RIGHT-OF-WAY WILL REQUIRE A TREE REMOVAL PERMIT.

G) ALL PROJECTS WITHIN THE CITY LIMITS OF MOBILE SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF MOBILE FIRE CODE ORDINANCE, (2012 INTERNATIONAL FIRE CODE). FIRE APPARATUS ACCESS IS REQUIRED TO BE WITHIN 150' OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS OF ALL COMMERCIAL AND RESIDENTIAL BUILDINGS. A FIRE HYDRANT IS REQUIRED TO BE WITHIN 400' OF NON-SPRINKLED COMMERCIAL BUILDINGS AND OF NON-SPRINKLED COMMERCIAL BUILDINGS AND 600' OF SPRINKLED COMMERCIAL BUILDINGS, OF SPRINKLED COMMERCIAL BUILDINGS.

H) DEVELOPMENT SHALL BE IN FULL COMPLIANCE WITH ALL OTHER MUNICIPAL CODES AND ORDINANCES.

I) NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED IN ANY EASEMENTS.

J) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH SECTION 64-4.A.3 AND 64-6.A.3.b OF THE ZONING ORDINANCE REGARDING PARKING LOT SCREENING.

K) PROPERTY TO BE DEVELOPED IN COMPLIANCE WITH TREE AND LANDSCAPING REQUIREMENTS OF SECTION 64-4.D. OF THE ZONE ORDINANCE.

L) ANY PROPOSED DUMPSTER TO BE INSTALLED IN COMPLIANCE WITH SECTION 64-4.D.9. OF THE ZONE ORDINANCE.

GENERAL NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0341 L AND 01097C0341 L COMMUNITY NO. 015127, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" (ZONE X(UNSHADED) - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
2. ACTUAL BEARINGS SHOWN ARE REFERENCED TO STATE PLANE COORDINATES (WEST ZONE) AND ALL U.S. SURVEY FEET.
RECORD BEARINGS SHOWN TAKEN FROM RECORD PLAT CHRIST UNITED METHODIST CHURCH SUBDIVISION, RESUBDIVISION OF LOTS 2 AND 3 AS RECORDED IN MAP BOOK 81, PAGE 122.
3. NO STRUCTURES SHALL BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT WITHOUT PERMISSION OF THE EASEMENT HOLDER.
4. ALL EASEMENT SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.
5. ANY ON-SITE PARKING, INCLUDING ADA HANDICAP SPACES, SHOULD MEET THE MINIMUM STANDARDS AS DEFINED IN SECTION 64-6 OF THE CITY'S ZONING ORDINANCE.

0 100 200

MONUMENT LEGEND
- △ CIRF IRON ROD FOUND
- △ CIP CAPPED TOP PIPE FOUND
- ○ CM CONCRETE MONUMENT FOUND
- △ CMF MITER TOP IRON PIPE FOUND
- △ IRF IRON PIPE FOUND
- △ IPF IRON PIN FOUND
- ○ IRS CAPPED IRON ROD SET
- M RECORD
- (R) RECORDED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- CHAIN LINK FENCE
- WIRE FENCE
- WOOD FENCE

MOBILE COUNTY
ALABAMA

PUD DESCRIPTION:

LOT 1, CHRIST UNITED METHODIST CHURCH SUBDIVISION AS PER PLAT RECORDED IN MAP BOOK 72, PAGE 18 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO LOT 3A, AS PER PLAT RECORDED IN MAP BOOK 81, PAGE 122 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

ALSO LOTS 1, 2, AND 3 OF RESUBDIVISION OF LOTS 2A CHRIST UNITED METHODIST CHURCH SUBDIVISION RESUBDIVISION OF LOTS 2 & 3 AS RECORDED IN INSTRUMENT #2021049151 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

SMITH & CLARK + ASSOCIATES
Land Surveyors
Physical Address:
51111 U.S. Hwy 31 Ste A
Spanish Fort, AL 36527
(251) 626-6606
Mailing Address:
306-41 Mill Lane
Suite B, Box 326
Spanish Fort, AL 36527

DRAWN	CHECKED	DOC
DK	TS	
DATE	SCALE	
07/17/23	1"=100'	
SURVEY NUMBER	PLATS	
23-200	181/80	

PUD SITE PLAN FOR
CHRIST UNITED METHODIST CHURCH
SECTION 33, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

Smith Clark & Associates
11111 U. S. Highway 31, Suite F
Spanish Fort, AL 36527

Christ United Methodist Church
6101 Grelot Road
Mobile, AL 36609

Ronny's Car Wash of Mobile
c/o Steven Campbell
7021 Charleston Oaks Dr. S.
Mobile, AL 36695

Grand Self Storage, LLC
150 Government St., Ste. 1003A
Mobile, AL 36602

CVS 7671 AL, LLC
c/o CVS Health Corporation
1 CVS Drive
Woonsocket, RI 02895

Atalaya, Cooper Street, Forest View, &
HVG Ashford Place
c/o Highlands Vista Group
1800 Glenarm Place, Suite 701
Denver, CO 80202

City of Mobile
P. O. Box 1827
Mobile, AL 36633

County of Mobile
P. O. Box 1443
Mobile, AL 36633

Summit Hillcrest, LLC
c/o Summit Equity Investments, Inc.
13063 Ventura Blvd., #200
Studio City, CA 91604

Rosalyn Jongebloed Salter
9565 Scott Dairy Loop Road S.
Mobile, AL 36695

Revocable Trust Walter A. Jones
2417 Huffman Drive West
Mobile, AL 36693

Sandra P. Laurendine
6400 Sugar Creek Drive N.
Mobile, AL 36695

CMF III Lenox Gates, LLC
4890 W. Kennedy Blvd., Ste 200
Tampa, FL 33609

Nam Kyu Yoon
3399 Woodward Drive
Mobile, AL 36695

Phuong P. Hoang
1436 Hillcrest Road
Mobile, AL 36695

TSW Enterprises, LLC
3900 Montclaire Way
Mobile, AL 36609

William S. Owens
106 N. Creek Circle
Fairhope, AL 36532

M D Price Builder, Inc.
2104 Belmont Court
Mobile, AL 36695

Jimmy & Sheila Andrews, Jr. Revocable
Trust, Trustees
1628 Sugar Creek Drive W.
Mobile, AL 36695

Alfa Mutual Insurance Company
Attn: Barry Grace
P. O. Box 11000
Montgomery, AL 36111

Curtis L. Rabel, Life Estate
3372 Schillinger Road S.
Mobile, AL 36695

McDonald's Corporation
P. O. Box 182571
Columbus, OH 43218

CAE Properties I, LLC
2862 Dauphin Street
Mobile, AL 36606

Live Life Realty, LLC
26050 Predazzer Ln., Suite D
Daphne, AL 36526

Quackenbush Family Partnership, Ltd
703 Merwina Avenue
Mobile, AL 36606

Benjawan Tripatcha
6616 Apple Cross Drive N.
Mobile, AL 36695

D'Iberville Properties, LLC
P. O. Box 850098
Mobile, AL 36685

Jack T. Billiings, Jr., Trustee
c/o X-L Services, Inc.
834 W. Poplar Ave, Suite 1
Collierville, TN 38017

Hillcrest Marketplace Investors, LLC
240 Brookstone Centre Parkway
Columbus, GA 31904

Topping II, LLC
2525 S. Brentwood Blvd., Suite 103
St. Louis, MO 63144

Storage Trust Properties, LP
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Grelot Mini Storage, Inc.
Dept PT AL 28185
P. O. Box 25025
Glendale, CA 91201

Macarthur Place POA
c/o Graham, Brawn, & Dutton
6000 Grelot Road
Mobile, AL 36609

Grelot Properties, LLC
6110 Grelot Road
Mobile, AL 36609

Norris & Sharon Stanford
6113 Macarthur Place Ct. S.
Mobile, AL 36695

Michael Seymour
7285 Sable Palms Drive
Mobile, AL 36695

Theodore & Carmel Alvis
6105 Macarthur Place Ct. S.
Mobile, AL 36695

Patrick Johns
6101 Macarthur Place Ct. S.
Mobile, AL 36695

Curtis & Avery Railey
1274 Savannah Drive
Mobile, AL 36609

Thomas & Ruth Peavy, II
1278 Savannah Drive
Mobile, AL 36609

Hamed A. Tefaghi
1282 Savannah Drive
Mobile, AL 36609

Savannah Joint Venture
c/o Savannah Trace Owners Assoc.
P. O. Box 91674
Mobile, AL 36691

Planning Commission
September 7, 2023

Agenda Item # 7

SUB-002557-2023 & MOD-002587-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
6301 Grelot Road

Subdivision Name:
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

Applicant / Agent:
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC

Property Owner:
Christ United Methodist Church

Current Zoning:
B-3, Community Business Suburban District and R-3, Multi-Family Residential Suburban District

Future Land Use:
Suburban Center and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not Applicable

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:
- Subdivision proposal with nine (9) conditions; and
- Modification of a previously approved Planned Unit Development with eleven (11) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Subdivision Considerations 5
PUD Modification Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE September 7, 2023	N
APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A	
REQUEST Subdivision, PUD Modification	NTS

SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in a R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site as well as shared access between multiple building sites. The most recent application for the site was a three (3) lot Subdivision and PUD in 2021 which allowed the creation of the newly constructed car wash and self-storage facility. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property; the variance was approved.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide the Surveyor's Certificate.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

1. Revise PUD NOTE #5) part 6. to read – "The proposed development must comply with all Engineering Department design requirements and Policy Letters." The remainder of this note appears to be parts of other notes that may or may not be required by the Staff Report and/or Traffic Engineering review.
2. Except as noted above retain PUD NOTES #5 as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 2-lot, 19.3±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement on the proposed Lot A. These easements should be retained on the Final Plat, if approved, with a note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

There is a note on the preliminary plat stating that new construction will comply with the minimum setback requirements of the historic district overlay requirements. As the subject site is not located in a historic district, this comment should be removed from the plat, if approved.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to amend the previously approved Planned Unit Development to include the newly created lot, and the proposed sports training facility on the new lot. No new improvements or alterations are proposed to be made to any of the other lots at this time.

A sports training facility, or indoor recreation facility, requires parking to be provided at the ratio of one (1) parking space per 400 square feet. The proposed structure is depicted as being approximately 15,200± square feet, making 38 parking spaces are required. As submitted, the site plan depicts 38 parking spaces proposed. It should be noted that a compliant photometric site plan will be required at the time of permitting.

The newly created Lot B is proposing two (2) access points to the proposed Lot A. One of the proposed access points is within an existing access easement, but the other is beyond the easement. If approved, the easement should be extended to include both proposed access points on both the Subdivision plat as well as the PUD site plan.

The site plan submitted has a note stating that any dumpster to be installed at the site will comply with "Section 64-4.D.P. of the Zoning Ordinance", as well as a note stating that Lot B will use on-site trash pickup. If approved, the site plan should be revised to remove the note about dumpsters.

Notes on the site plan relating to tree planting and landscape area requirements, in addition to parking screening, have references to the former Zoning Ordinance, not the new Unified Development Code (UDC). If approved, all code references should be updated to reflect the applicable standards of the UDC.

Any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
2. Retention of the right-of-way widths for each abutting street, as depicted on the preliminary plat;
3. Retention of the 25-foot setback along each abutting street;
4. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
5. Retention of all easements and placement of a note stating that no structures are allowed in any easements without the easement holder's permission;
6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;

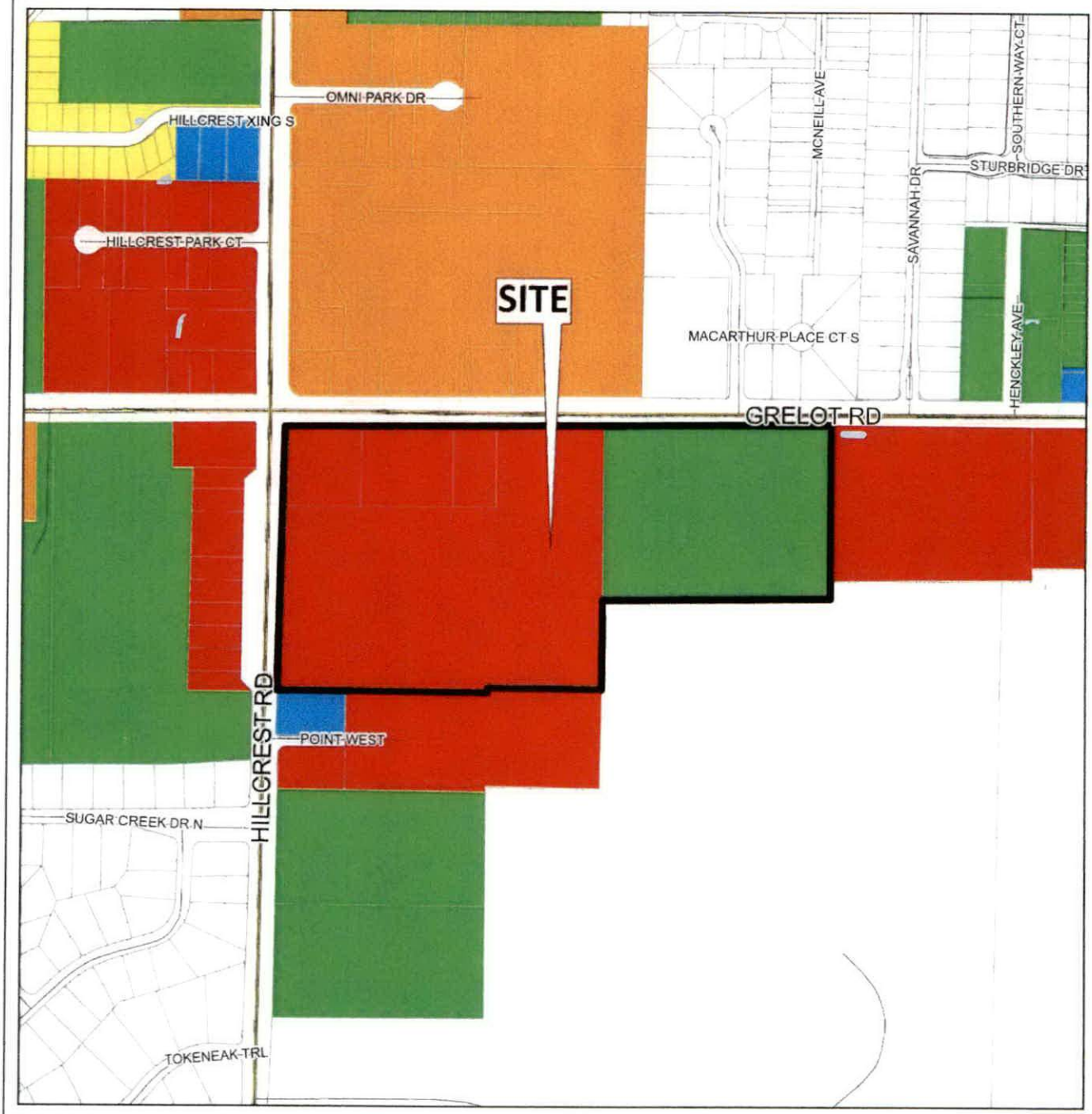
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
   b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Provision of a note on a recorded site plan stating any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval;
3. Extension of the access easement along Hillcrest Road to include both proposed access points from Lot B;
4. Removal of the note stating "Any dumpster to be installed in compliance with Section 64-4.D.P. of the Zoning Ordinance";
5. Revision of notes on the site plan referencing tree planting and landscape area requirements, in addition to parking screening, to reflect the applicable standards in the UDC;
6. Compliance with all Engineering comments noted in this staff report;
7. Compliance with all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report;
9. Compliance with all Fire Department comments noted in this staff report;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE September 7, 2023

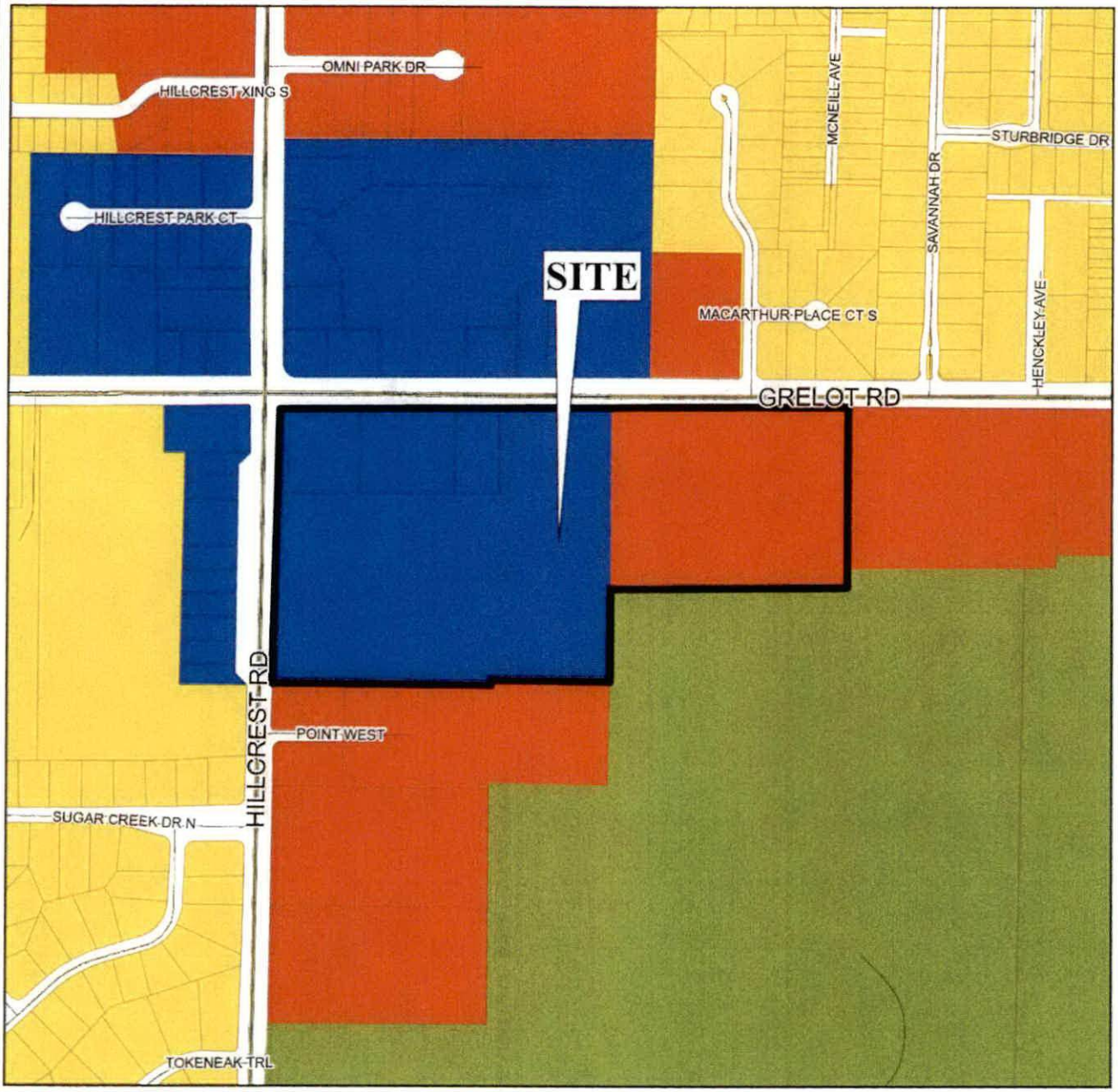
APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD Modification

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

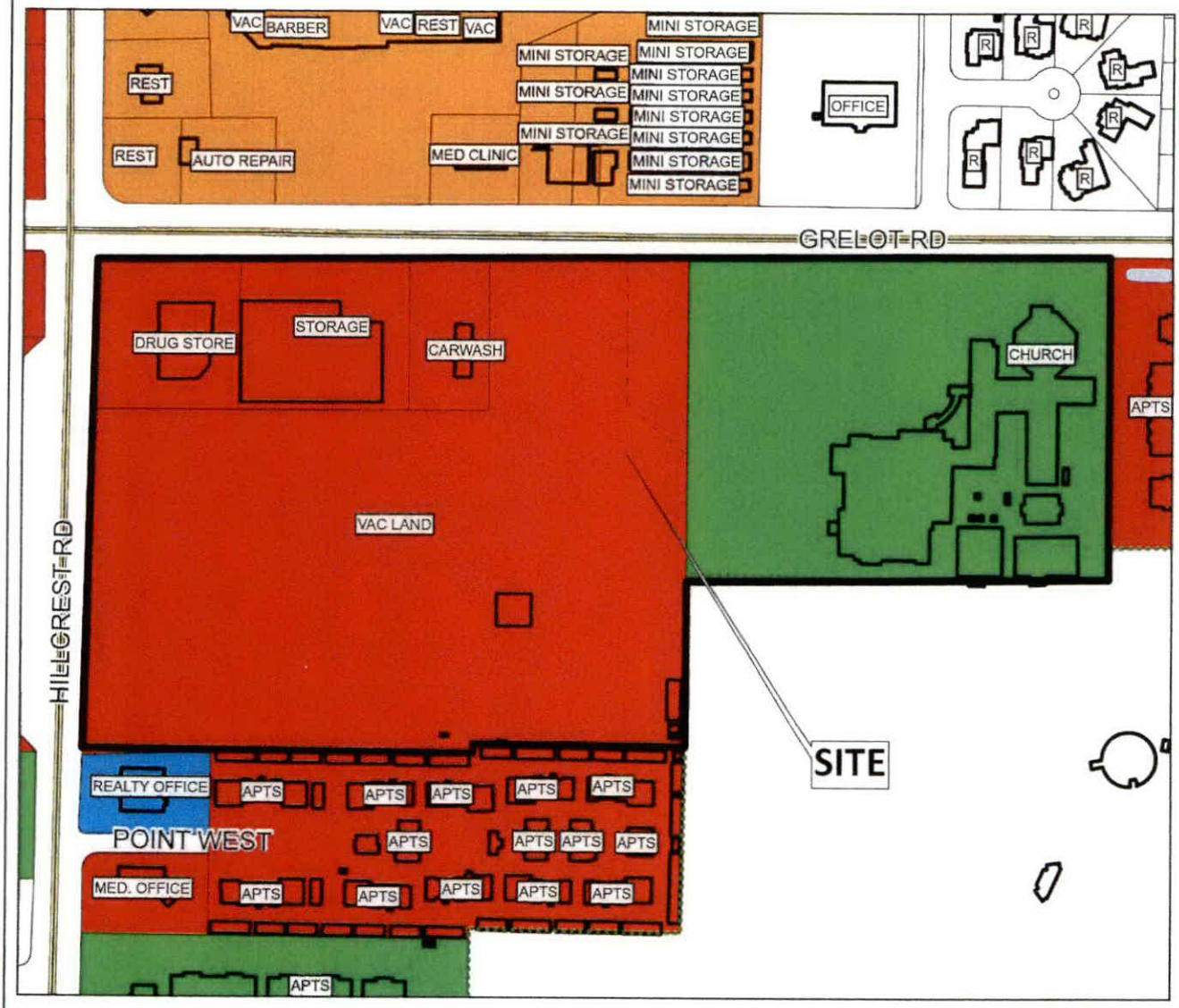
REQUEST Subdivision, PUD Modification

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 7 DATE September 7, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

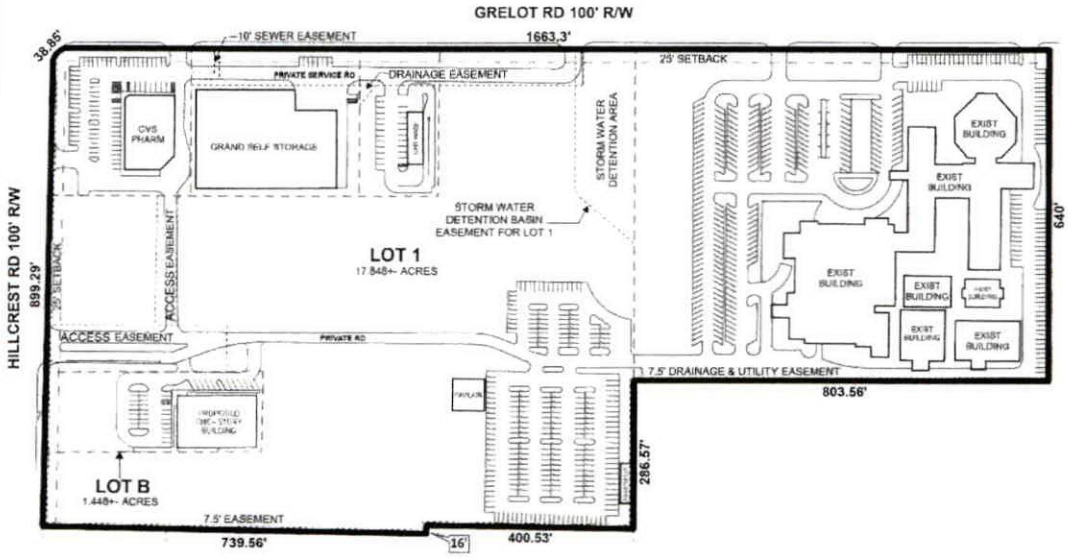
REQUEST Subdivision, PUD Modification

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

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SITE PLAN



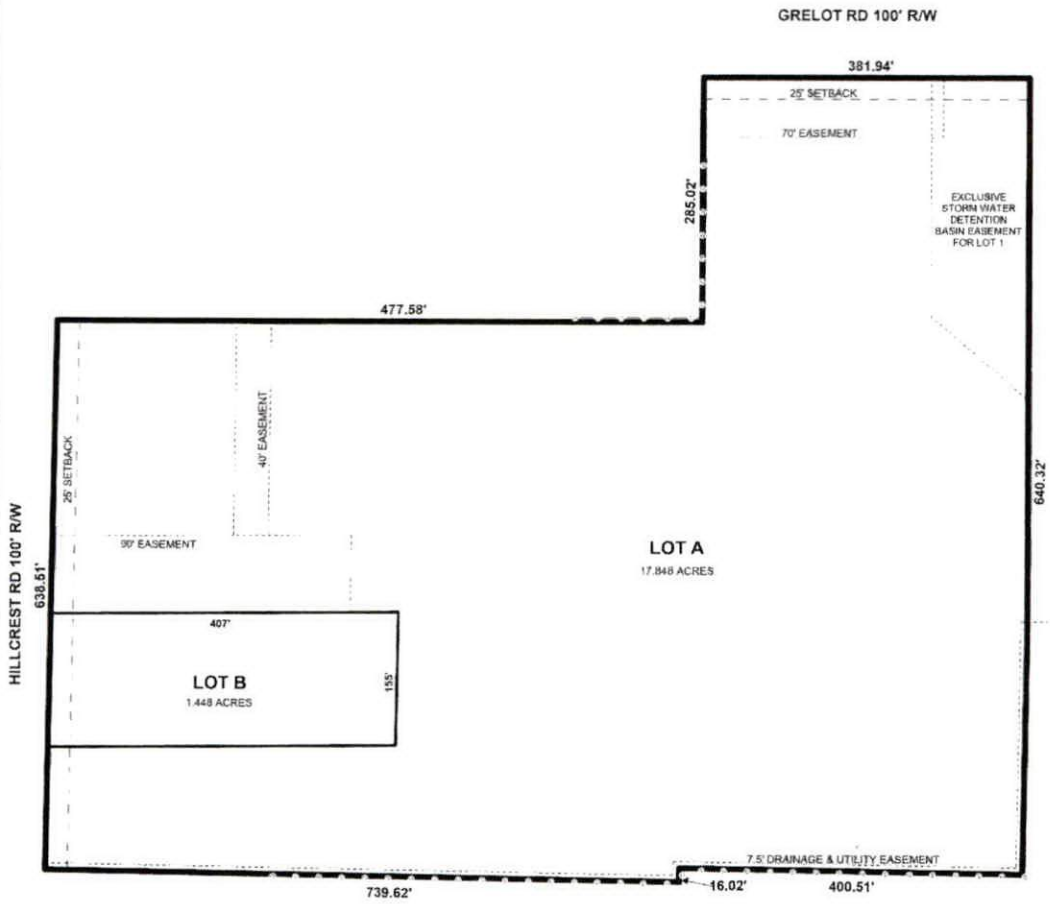
The site plan illustrates the existing buildings, parking, setbacks, easements, and proposed new development.

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DETAIL SITE PLAN

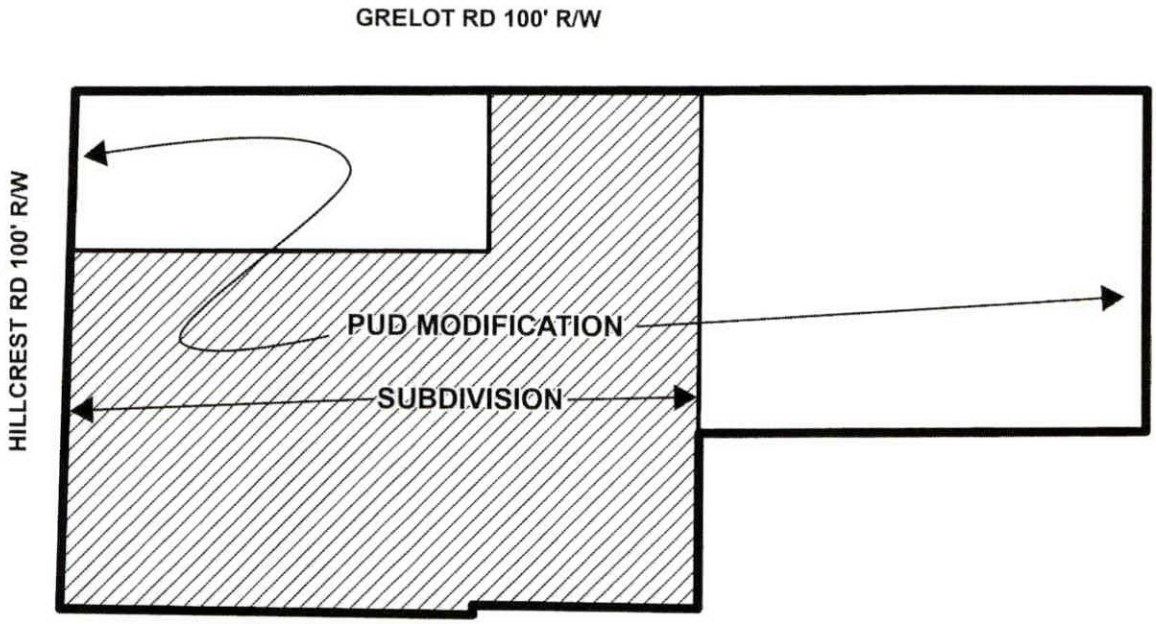


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DETAIL SITE PLAN



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APPLICANT Christ United Methodist Church Subdivision, Resubdivisi

REQUEST Subdivision, PUD Modification

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ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A												□		
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- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
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This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

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While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more "traditional" or more "suburban" context.

Additional Attributes of Neighborhood Centers:

- **NC in traditional contexts:** These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
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MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

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

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

Agenda Item # 6

SUB-002557-2023 & MOD-002587-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration – Subdivision

Applicant Materials for Consideration – PUD Modification

DETAILS

Location:
6301 Grelot Road

Subdivision Name:
Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

Applicant / Agent:
Hunter Smith or Daniel Clark, Smith Clark & Associates, LLC

Property Owner:
Christ United Methodist Church

Current Zoning:
B-3, Community Business Suburban District and R-3, Multi-Family Residential Suburban District

Future Land Use:
Suburban Center and Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code (UDC)
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Not Applicable

Proposal:
- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:
1. Subdivision proposal with eight (8) conditions; and
2. Modification of a previously approved Planned Unit Development with eight (8) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 7

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 6 DATE August 17, 2023

APPLICANT Christ United Methodist Church Subdivision, Resubdivision of Lot 1, Resubdivision of Lot 2A

REQUEST Subdivision, PUD Modification

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SITE HISTORY

Since 1997, the subject site has had Planning Approvals to allow a church in an R-3, Multi-Family Residential District, as well as Planned Unit Developments (PUDs) to allow multiple buildings on a single building site and shared access between multiple building sites. The most recent application for the site was a three (3) lot Subdivision and PUD in 2021 which allowed the creation of the newly constructed car wash and self-storage facility. No changes are being made to the existing church, therefore a Modification to the Previously Approved Planning Approval is not required at this time.

In 2017, the site was before the Board of Zoning Adjustment to allow the church at 6101 Grelot Road to erect a digital sign less than 300-feet from residentially zoned property. The variance was approved.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide the Surveyor's Certificate.
C. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

1. Revise PUD NOTE #5) part 6. to read – "The proposed development must comply with all Engineering Department design requirements and Policy Letters." The remainder of this note appears to be parts of other notes that may or may not be required by the Staff Report and/or Traffic Engineering review.
2. Except as noted above retain PUD NOTES #5 as shown on the PUD SITE PLAN.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

Subdivision

The applicant is proposing a 2-lot, 19.3±-acre subdivision from a single existing legal lot of record. The site is served by public water and sanitary sewer services.

The site has frontages along Grelot Road and Hillcrest Road, both major streets on the Major Street Plan with compliant 100-foot rights-of-way, making no dedications necessary. There are also private service roads, both existing, internal to the development.

Both lots, as proposed, will exceed the minimum size requirements for lots served by public water and sanitary sewer in a B-3, Community Business Suburban District. Each lot is labeled with its size in both square feet and acres on the preliminary plat, and this information should be retained on the Final Plat, if approved; or the provision of a table on the Final Plat with the same information will suffice.

The required 25-foot minimum front yard setback is illustrated along both Grelot Road and Hillcrest Road, and should be retained on the Final Plat, if approved.

The preliminary plat depicts several existing easements: three (3) access easements, a stormwater detention basin easement, and a drainage and utility easement on the proposed Lot A. These easements should be retained on the Final Plat, if approved, with a note stating that no structures are allowed to be erected in any easement, without the easement holder's permission.

There is a note on the preliminary plat stating that new construction will comply with the minimum setback requirements of the historic district overlay requirements. As the subject site is not located in a historic district, this comment should be removed from the plat, if approved.

Planned Unit Development Modification

The purpose of the Planned Unit Development Modification under consideration is to remove the Lot B proposed to be created with the accompanying Subdivision application. No new improvements or alterations are proposed to be made to any of the other lots at this time.

It should be noted that as Lot B is proposed to be removed from the existing PUD, when it is developed, it will not be allowed to utilize the access easement located along the North property line on Lot A, and will be limited to direct access to Hillcrest Road.

While the application under consideration will remove Lot B from the existing PUD, it should be noted that any alterations to any of the other lots to remain part of the PUD will require Modifications to the Previously Approved PUD. Furthermore, any changes to the scope of operations or the building footprint for the church located at 6101 Grelot Road will require Modification to the Previously Approved Planning Approval.

Finally, the Modified PUD site plan contains an error in the legal description in that it still includes Lot B. If approved, the legal description on the site plan should be revised to remove Lot B.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the lot size labels in both square feet and acres, or provision of a table on the Final Plat with the same information;
2. Retention of the right-of-way widths for each abutting street, as depicted on the preliminary plat;
3. Retention of the 25-foot setback along each abutting street;
4. Retention of all easements and placement of a note stating that no structures are allowed in any easements without the easement holder's permission;
5. Compliance with all Engineering comments noted in this staff report;
6. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
7. Compliance with all Urban Forestry comments noted in this staff report; and,
8. Compliance with all Fire Department comments noted in this staff report.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
   a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and

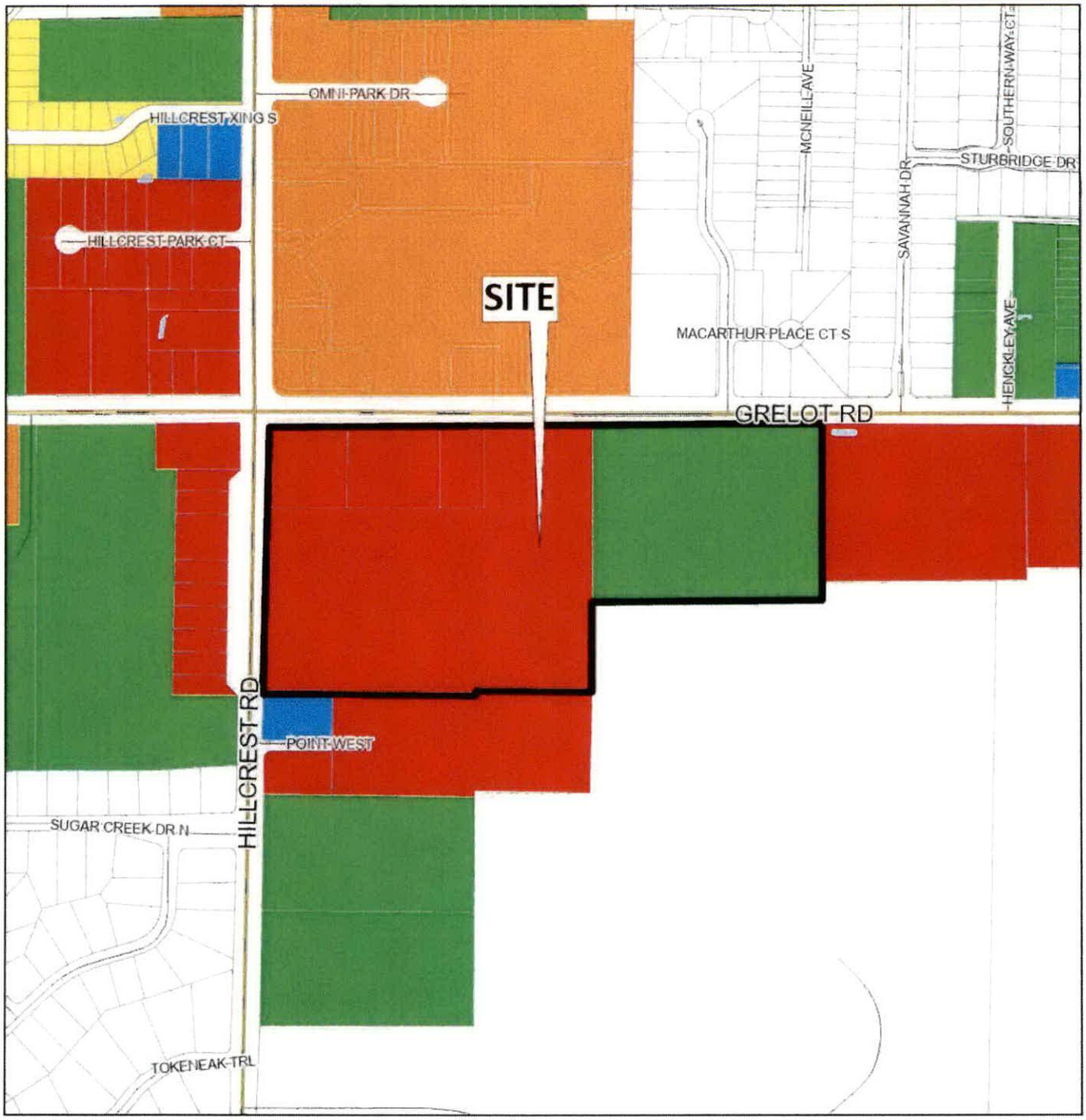
b. Includes adequate public facilities and utilities;
5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following conditions could apply:

1. Provision of a note on a recorded site plan stating future development or development of the site may require additional Modification of the PUD to be approved by the Planning Commission and City Council;
2. Revision of the legal description on the site plan to remove Lot B;
3. Compliance with all Engineering comments noted in this staff report;
4. Compliance with all Traffic Engineering comments noted in this staff report;
5. Compliance with all Urban Forestry comments noted in this staff report;
6. Compliance with all Fire Department comments noted in this staff report;
7. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to its recording in Probate Court, and provision of a copy of the recorded site plan (hard copy and .pdf) to Planning and Zoning; and,
8. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 6 DATE August 17, 2023

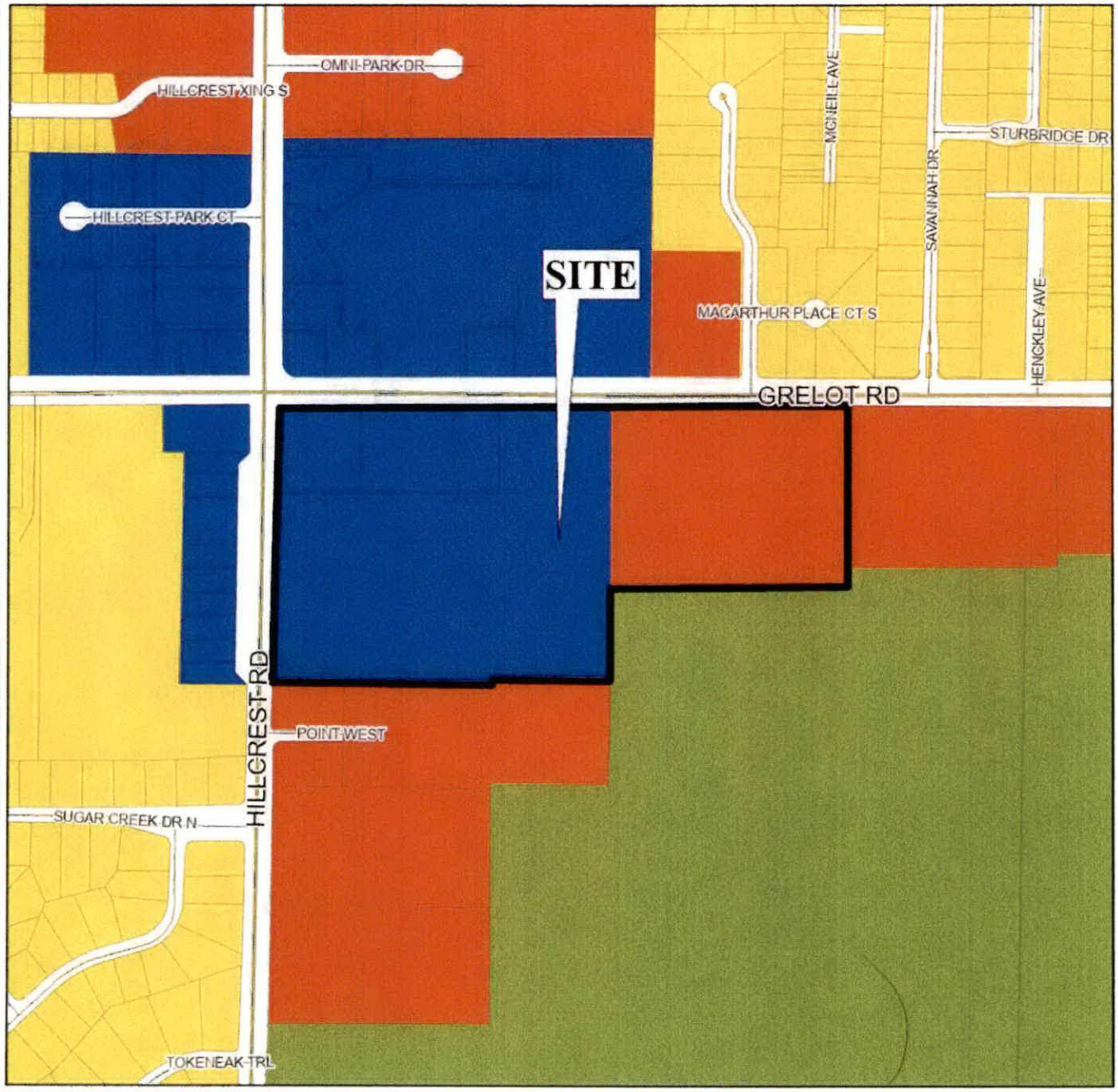
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FLUM LOCATOR MAP



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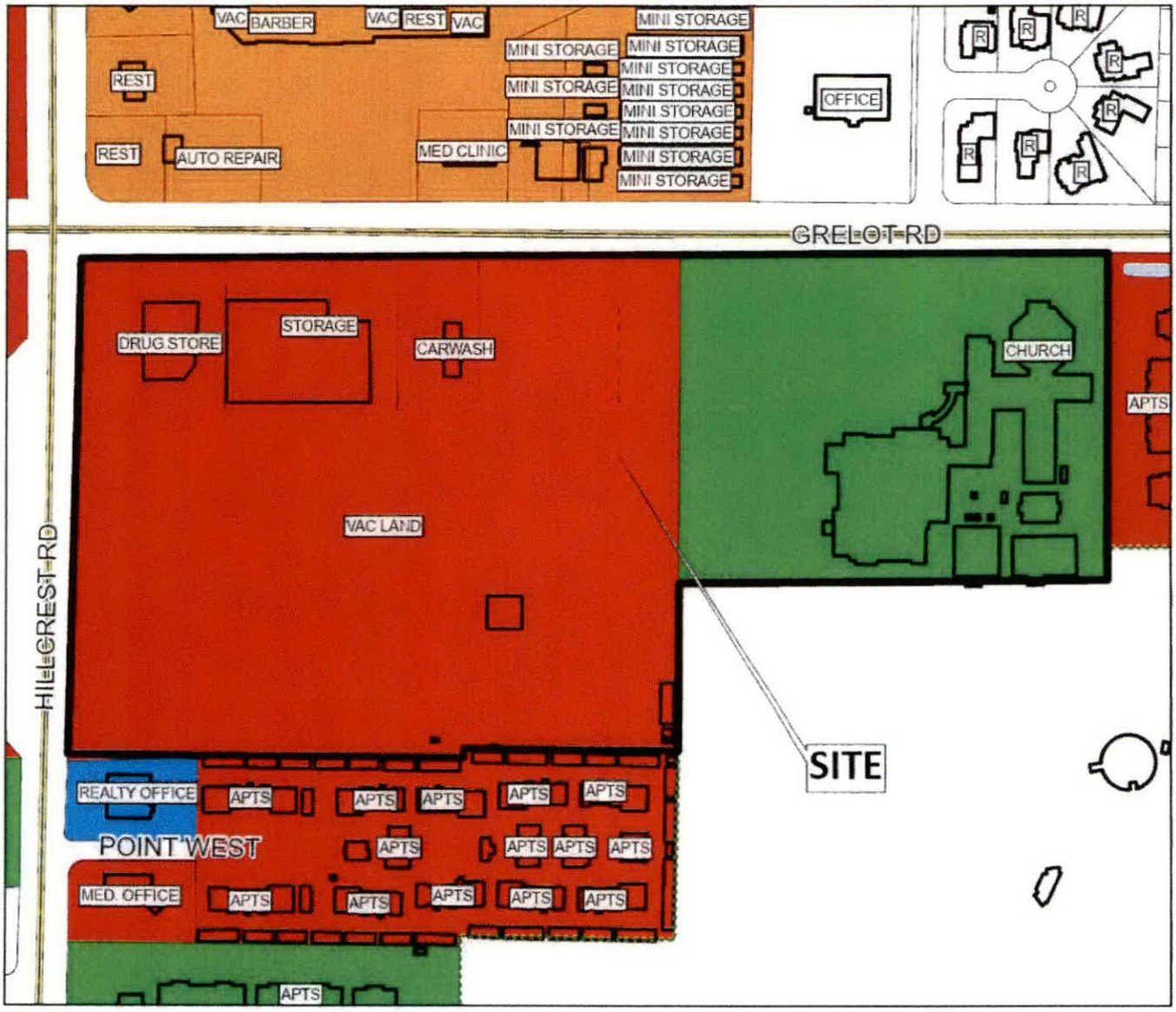
REQUEST Subdivision, PUD Modification

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

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PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



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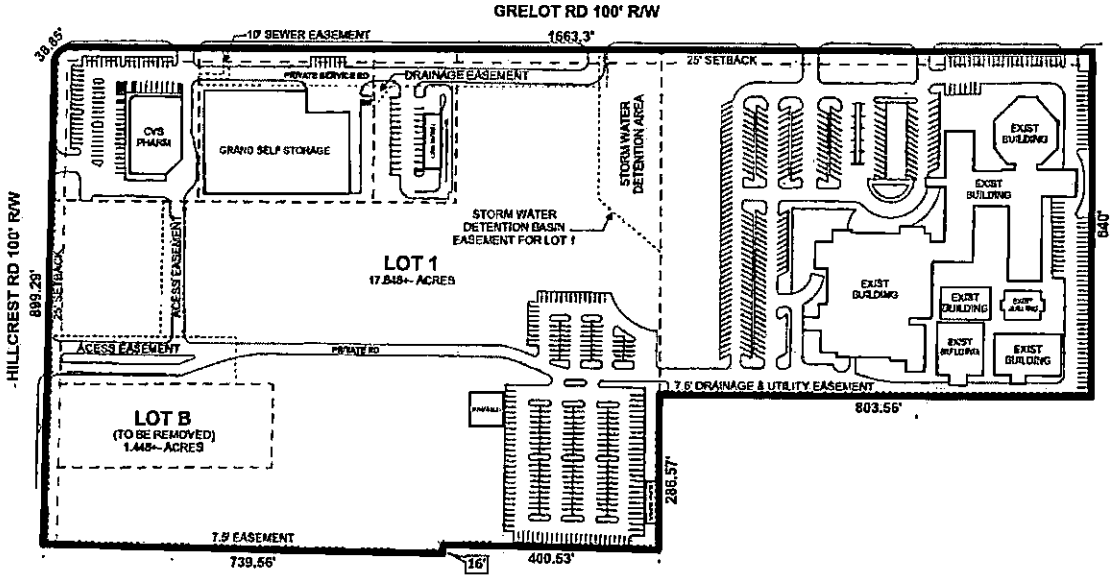
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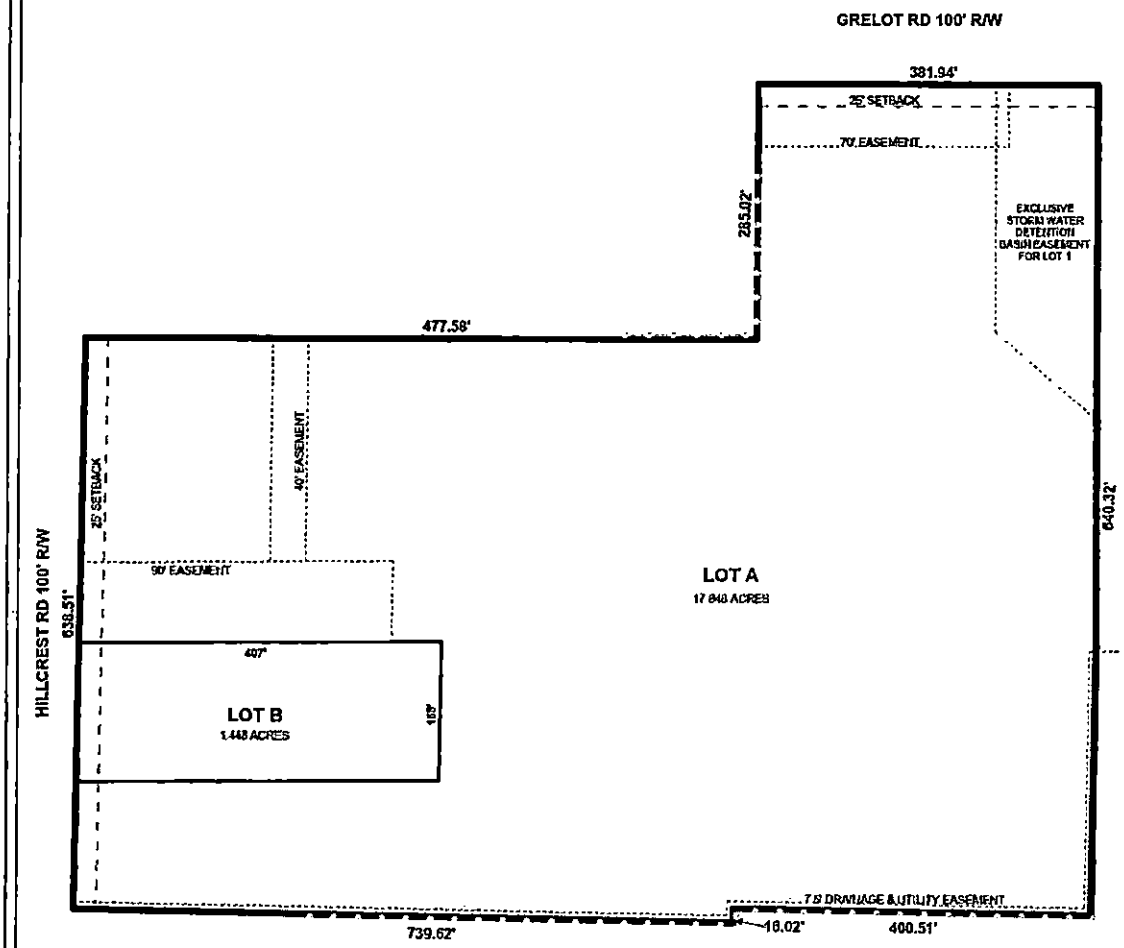
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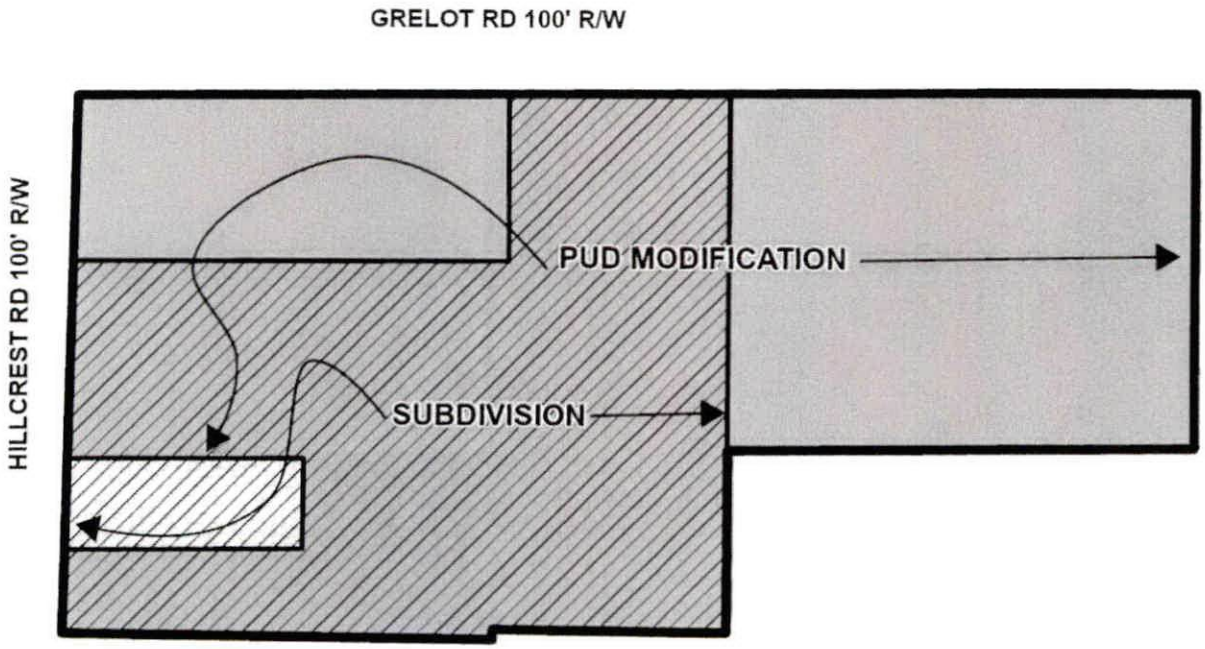


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