AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, September 26, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   September 12 & 19, 2023

7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Emily Naron for a waiver of the Noise Ordinance at 3404 Moffett Road, Suite 1 on December 1, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

    Request of Nicole Moore for a waiver of the Noise Ordinance at Cathedral Square on October 12, 2023, from 5:00 p.m. -7:30 p.m. (District 2).

    Request of Bill Moore for a waiver of the Noise Ordinance at 911 Dauphin Street on February 11, 2024, from 6:00 p.m. - 12:00 a.m. (District 2).

    Request of Elaine Henderson for a waiver of the Noise Ordinance at Cathedral Square on March 23, 2024, from 10:00 a.m. - 2:00 p.m. (District 2).

    Request of Luis Alvarez for a waiver of the Noise Ordinance at 1051 Aberdeen Court N. on October 28, 2023, from 5:00 p.m. - 10:00 p.m. (District 6).

11. **PUBLIC HEARINGS**

Public hearing to rezone property located at 2258 Airport Boulevard and 267 Seminole Street from R-1 and B-2 to B-2 (District 1).

Public hearing declare the structure at 411 Marshall Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1555 Plover Street a public nuisance and order it demolished/secured (District 2).

Public hearing to declare the structure at 1575 Robert E. Lee Street a public nuisance and order it demolished (District 3).

Public hearing to assent to the vacation of portion of an alley located between 1010 and 1012 Old Shell Road (District 2).

Public hearing to consider a vacation right-of-way fee as a condition of the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road (District 2).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Pierce - Provide an update on Thomas James Place and RV Taylor Plaza tenant relocations, municipal offense tickets and LIPH units preservation.

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

Sylvester Cheatham - Requests release of the body cam footage concerning the death of Jawan Dallas.

Carrie Williams - Ask for answers regarding the death of Jawan Dallas.

Norma Moore - Inquire about the death of Jawan Dallas..

Robert Kennedy, Jr. - Requests $1,350,00.00 for the Boys & Girls Club's Pointe Academy, LLC.

13. CONSENT RESOLUTIONS HELD OVER

40-798 Declare the structure at 7138 Eleventh Street a public nuisance and order it demolished (sponsored by Councilmember Gregory).

40-1036 Declare the structure at 557 St. Louis Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

08-1056 Approve purchase order to Tablet Command, Inc. for incident management software for MFRD; $32,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1057 Approve purchase order to Mobile Bay Harley-Davidson, Inc. for 6 police package motorcycles; $215,983.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1058 Approve purchase order to SHI International Corp. for annual renewal of citizen engagement software; $51,275.99 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1059 Approve purchase order to Greenview Solutions, LLC for tree trimming, removal and stump grinding; $80,499.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1060 Approve purchase order to Asplundh Tree Expert, LLC for tree trimming, stump grinding and removal; $97,765.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1061 Approve purchase order to Asplundh Tree Expert, LLC for tree trimming, stump grinding and removal; $259,194.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1062 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for 5 Ford passenger vans for Parks & Rec. Dept.; $300,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1063 Approve purchase order to Model 1 Commercial Vehicles, Inc., d/b/a Creative Bus Sales, Inc., for passenger bus with wheelchair lift for Parks & Rec. Dept.; $129,207.02 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1064 Authorize contract with JAGET, Inc., d/b/a Wetland Resources Environmental Consulting, for invasive species control at Brookley by the Bay; $22,500.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1066 Authorize contract with Integrity Maintenance, LLC for restroom renovations at the Arthur R. Outlaw Convention Center; $554,000 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-1067 Accept an increase in ADECA CDBG project budget allocation by $805,288.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development Dept.).

31-1068 Authorize a grant application to the National Archives/National Historical Publications & Records Commission for digitization of historical documents; $75,000.00 (25% local match) (sponsored by Mayor Stimpson) (submitted by Shaun Wilson, Municipal Archives Dept.).

09-1070 Transfer funds from Police Admin Fuel to City Hall Overhead; $400,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

15. ORDINANCES BEING INTRODUCED

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).

16. CONSENT RESOLUTIONS BEING INTRODUCED

40-1072 Declare the structure at 411 Marshall Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-1073 Declare the structure at 1555 Plover Street a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

40-1074 Declare the structure at 1575 Robert E. Lee Street a public nuisance and order it demolished (sponsored by Councilmember Small).

58-1075 Authorize removal of weeds, Group 1646.

60-1076 Approve award of special bonus to the Administrative Services Employee of the Month; Zirlott (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

60-1077 Determine an appropriation to Pillans Middle School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-1078 Determine an appropriation to Marching Cougars Band Booster Club serves a public purpose and approve payment (sponsored by Councilmembers Small and Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1079 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-1080 Determine an appropriation to The Little Sisters of the Poor, Home for the Aged, Inc. serves a public purpose and approve payment (sponsored Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-1095 Determine an appropriation to Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-1096 Transfer funds from General Fund to Capital Improvements Fund (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods and Gregory) (submitted by Donna Bryars, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

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.).

46-1091 Assent to the vacation of portion of an alley located between 1010 and 1012 Old Shell Road (sponsored by Councilmember Carroll).

46-1092 Consider a vacation right-of-way fee as a condition of the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road (sponsored by Councilmember Carroll).

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).

18. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023 - 9:40 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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
Naron	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 11:04 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: EMILY NARON
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-680-9194

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

Mailing Address of Applicant 3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Telephone No. 251-461-6087 E-mail address EMILYNARON@GMAIL.COM

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Date of Event: 1st Friday of every month Starting Time: 6:00 p.m. Ending Time 9:00 p.m.

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

Type of Event: Car show/meet-n-greet the first Friday of every month - open to the public. It takes place inside our shop and outside on private property. All businesses in the area are closed or have given permission for event to take place.

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

Music containing obscene language or profanity is prohibited

1st Friday of every month:
~~January 6, 2023~~
~~February 3, 2023~~
~~March 3, 2023~~
~~April 7, 2023~~
~~May 5, 2023~~
June 2, 2023

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

~~July 7, 2023~~
~~August 4, 2023~~
~~September 1, 2023~~
~~October 6, 2023~~
~~November 3, 2023~~
December 1, 2023

D1

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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
Nicole Moore	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 11:31 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: Nicole Moore

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514418044 Cell Number: 2514224879

Organization (if applicable) Springboard to Success (Urban Emporium)

Mailing Address of Applicant 260 Dauphin St. Mobile, AL 36602

Telephone No. 2514224879 E-mail address nmoore@downtownmobile.org

Location or address of event where amplification will be used:

300 Contil St. Mobile, AL 36602. Cathedral Square.

Date of Event: 10/12/23 Starting Time: 5:00 Ending Time 7:30

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

Type of Event: Grilled Cheese Meltdown (Cook off)

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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
Moore	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 11:06 AM

2023 AUG -3 AM 9:22

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: Bill Moore
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-442-1781 Cell Number: 251-442-1781

Organization (if applicable) Infant Mystics

Mailing Address of Applicant 200 Lanier Avenue Mobile, AL 36607

Telephone No. 251-442-1781 E-mail address sundayparty@infantmystics.com

Location or address of event where amplification will be used:
911 Dauphin Street Mobile, AL 36604

Date of Event: 2/11/2024 Starting Time: 6:00PM Ending Time 12:00AM

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

Type of Event: Mardi Gras Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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
Henderson	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 11:08 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: ELAINE Henderson
PLEASE PRINT ALL INFORMATION

~~Home~~ Phone Number: 251-432-1101 Cell Number: 251-490-8860

Organization (if applicable) The Child Advocacy Center

Mailing Address of Applicant 1351 Springhill Ave. Mobile, AL 36604

Telephone No. 251-432-1101 E-mail address ehenderson@cacmobile.org

Location or address of event where amplification will be used:
Cathedral Square 300 Block of Dauphin Street

Date of Event: March 23, 2024 Starting Time: 10:00am Ending Time 2:00 p.m.

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

Type of Event: Downtown CaJun Cook Off - Food & Music Event
To Take Donations For Beer only

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

2023 SEP 14 AM 10:20

D2

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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
Alvarez	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 11:10 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

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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: Luis Alvarez

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-656-9160 Cell Number: 251-656-9160

Organization (if applicable) _____

Mailing Address of Applicant 1051 Aberdeen Ct N Mobile, AL, 36609

Telephone No. 251-656-9160 E-mail address l.d.alvarez@att.net

Location or address of event where amplification will be used:

1051 Aberdeen Ct N. Mobile, AL, 36609

Date of Event: 10/28/2023 Starting Time: 5:00pm Ending Time 10:00pm

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

Type of Event: Halloween party

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

2023 SEP 19 PM 2:41

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

DL

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023 - 10:12 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023 - 9:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023 - 10:00 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/22/2023 - 11:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023 - 9:48 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023 - 9:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pierce	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 10:58 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/14/2023 4:25 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Michael Pierce

Date To Address Council: 2023-09-26

Address: 151 South Claiborne Street

Email: mpierce@mobilehousing.org

Phone: 2514342202

Subject And Specific Questions: Update on Thomas James Place and R V Taylor Plaza tenant relocations, municipal offense tickets and LIPH units preservation.

Pertain To City Business: Government entity

Signature: Michael Pierce

Signature Verify: X

Agree: X

Date Submitted: 2023-09-14 16:25:05

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Christine Dallas	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 10:59 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Wed 9/20/2023 10:11 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Christine Dallas

Date To Address Council: 2023-09-26

Address: 10523 Beverly Rd Irvington Al 36544

Email: christinedallas312@gmail.com

Phone: 2515455606

Subject And Specific Questions: To request the body cam for the death of Jawan Lee Mcgee-Dallas on July 2,2023.

Pertain To City Business: The Mobile Police Department is responsible for the death of Jawan Lee Mcgee-Dallas

Signature: Christine Dallas

Signature Verify: X

Agree: X

Date Submitted: 2023-09-20 22:11:43

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cheatham	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 11:00 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/21/2023 10:42 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Sylvester Cheatham

Date To Address Council: 2023-09-26

Address: 6955 Simpson Rd

Email: sylvesyer1234cheatham@gmail.com

Phone: 2512092110

Subject And Specific Questions: Jay Dallas question is there a specific time or an estimated time when the camera feed can be viewed or has very been any progress made in retrospect to the grand jury?

Pertain To City Business: Because the city council and mayor is in charge or overseers of the police department.

Signature: Sylvester Cheatham

Signature Verify: X

Agree: X

Date Submitted: 2023-09-21 10:42:51

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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 Leverette, Tiereney	Approved	9/21/2023 - 11:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Moore	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 12:52 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 9/21/2023 12:24 PM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: NORMA MOORE

Date To Address Council: 2023-09-26

Address: 11005 Argyle Road

Email: NORMAMOORE1953@GMAIL.COM

Phone: 2513272773

Subject And Specific Questions: CASE INVOLVING THE DEATH OF JWAN DALLAS BY OFFICERS OF THE MOBILE POLICE DEPARTMENT

Pertain To City Business: THE MOBILE POLICE DEPARTMENT WAS INVOLVED

Signature: NORMA MOORE

Signature Verify: X

Agree: X

Date Submitted: 2023-09-21 12:24:35

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

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	9/21/2023 - 12:55 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: Robert Kennedy, Jr. Date: 21 September 2023

Address: 1102 Government St., Mobile, AL 36604

Phone: 251.654.4384 Email: rkennedy@bgcsouthal.org

Date to Address City Council: 26 September 2023

Subject and/or specific questions (must complete):

I am the CEO of Boys & Girls Clubs of South Alabama. I will be requesting "emergency funding" for POINTE Academy, LLC. The amount of the request is $1,350,000 for FY 2024

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

POINTE Academy, LLC is the location where we educate children who are on probation or expelled from MCPSS. There is a chance we may lose funding on 30 September 2023

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/20/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/20/2023 - 1:51 PM

RESOLUTION

Sponsored by: Councilmember Gina Gregory - District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **7138 Eleventh Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **7138 Eleventh Street** described as:

LOTS 18 & 19 BLK 24 MOBILE TERRACE SUB DBK 156/540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 104

Last Assessed to: BROWN LEDELL JR, C/O ANTOINETTE BROWN

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

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

Adopted:

_____

City Clerk

Municipal Enforcement
City Of Mobile, Alabama

July 19, 2023

Antoinette Brown
637 Alamos Avenue, Apt. 9C
Sacramento, California 95815-1105

Re: City Council Meeting & Date Changes
7138 Eleventh Street
Mobile, Alabama 36608
Project Number: ME-028-23

Dear Antoinette Brown:

This letter provides the new date for City Council meeting previously set for *July 25, 2023,* as written in the Notice of Violation dated *May 31, 2023.*

NOTICE is hereby given that on **July 24, 2023, at 1030am**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be demolished.

If you have questions or concerns regarding this letter, please contact the undersigned at (251) 208-1529.

Respectfully,

David Williams
Municipal Enforcement Officer II
Municipal Enforcement Division

MUNICIPAL ENFORCEMENT DIVISION
July 18, 2023

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, July 25, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **7138 ELEVENTH STREET** OWNED BY OR MAY HAVE AN INTEREST: **BROWN LEDELL JR, C/O ANTOINETTE BROWN,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 28 04 18 1 002 104
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

7138 ELEVENTH ST

Property Details

PARCEL KEYX	00495413	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-04	COMMENTS	

Property Score

SCORE ~~26~~ 56 SCORE DISCRIPTION Stabilize Blight Review

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 5-20-25

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 05/31/2023

Property Address: 7138 Eleventh Street **District No:** 7

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

Sese.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Antoinette Brown
637 Alamos Avenue, Apt. 9C
Sacramento, California 95815-1105

May 31, 2023

RE: **7138 Eleventh Street**
Project Number: ME-028-22

Dear Antoinette Brown:

On May 22, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 7138 Eleventh Street.

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

LOTS 18 & 19 BLK 24 MOBILE TERRACE SUB DBK 156/540 #SEC 18 T4S R2W #MP28 04 18 1 002

Parcel Number: 28 04 18 1 002 104

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **July 15, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **July 15, 2023,** provide the Code Official with a work plan to accomplish the repairs by **July 15, 2023, July 15, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **July 15, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on July 25, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama,** in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

LOWE'S
LOWE'S
2023/07/17

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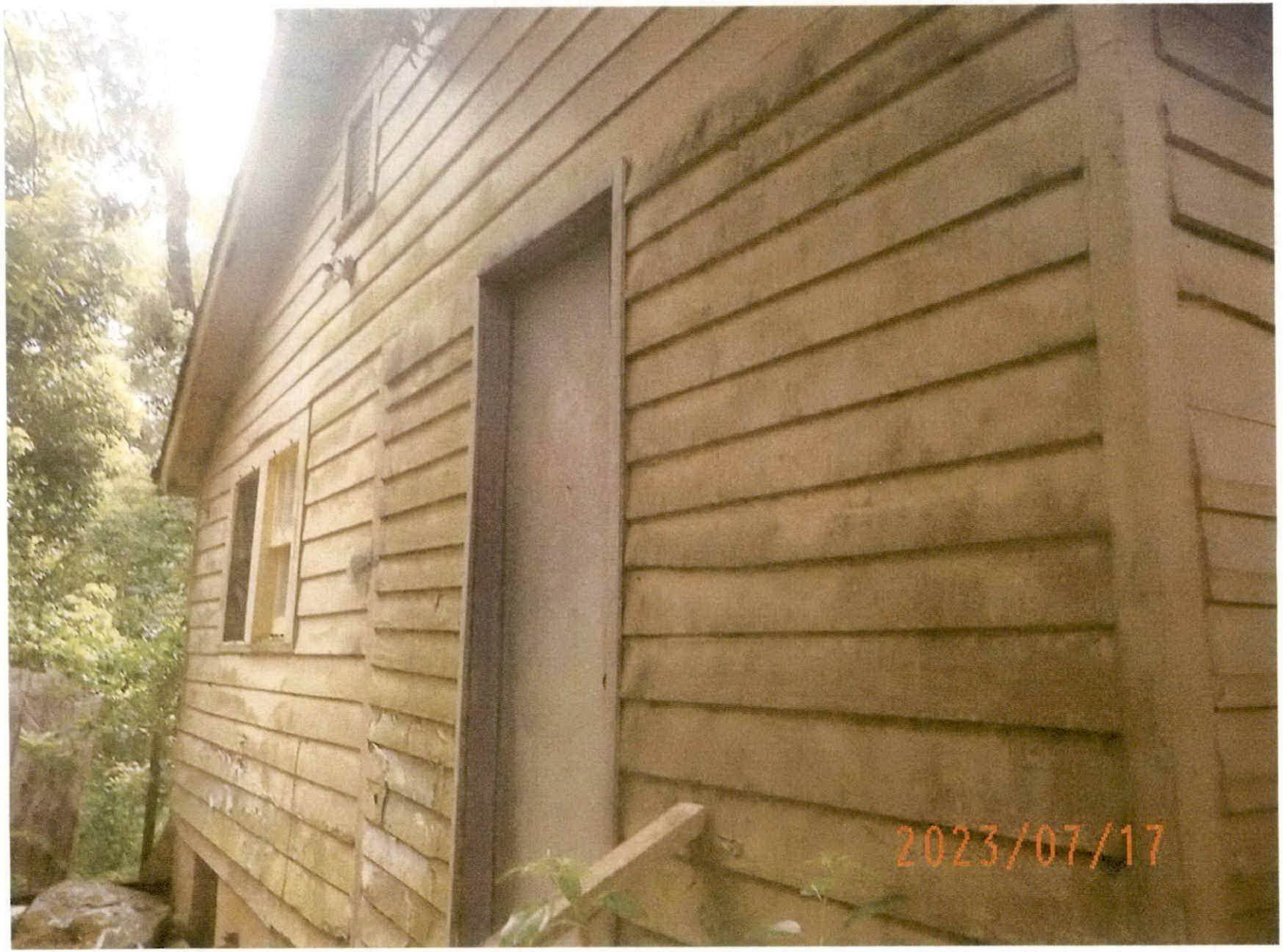
2023/07/17

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2023/07/17

2023/07/17

Affidavit of Mailed Notice

Date: July 18, 2023

State of Alabama
County of Mobile

Subject Property: 7138 Eleventh Street

My legal name is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile Al 36633. I can be reached at the phone number 251-208-1536 or by email address daughenbaugh@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **16 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 7138 Eleventh Street (aka as 7140 on Map) Date: April 4, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 30, 2023

Per the Title Report, the owners are: Heirs of Ledell Brown DOD 6/2021

Note: Ledell Brown – Owner is deceased per daughter Antoinette Brown in June 2021. No obit.
Cannot locate La Tasha Brooks, daughter of Ledell Brown DOD 6/2021. Could not locate grandson Ian Cummings or granddaughter Shaunada Philips. Several other brothers of William Lewis Brown Jr DOD 3/26/2010, listed in obituary are Andy Brooks, Gregory McGadney, and Leonard McGadney. Cannot locate or prove they were siblings. Also, Tax Deed was issued 6/14/1983 for lot 18 only. No release issued.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Garry K Brown 2669 FIllingim St Mobile AL 36607-1333 Phone number 251-447-5208	Daughter in law of Ledell Brown DOD 6/2021 Phone number 251-447-5208
2	William Lewis Brown Jr 3412 Sumac Rd Louisville KY 40216-3337	Grandson of Ledell Brown DOD 6/2021 Phone number 502-791-1412 Phone number 502-767-0224 Phone number 502-290-1930
3	Wyland L Brown 637 Alamos Ave Apt 9C Sacramento CA 95815-1105	Grandson of Ledell Brown DOD 6/2021 Phone number 916-477-7555
4	Ledell Brown, Jr 637 Alamos Ave Apt 9C Sacramento CA 95815-1105 Phone number 916-477-7555	Son of Ledell Brown DOD 6/2021 Phone number 916-477-7555
5	Bobby Brown 1562 Bradmar Dr Mobile AL 36618-2954	Son of Ledell Brown DOD 6/2021 Phone number 251-361-9898

6	Marshall Knight 1151 Dauphin Island Pkwy Mobile AL 36605-3225	Grandson of Ledell Brown DOD 6/2021 Phone number 251-432-4627
7	Toyja Knight 215 Lexington Ave Mobile AL 36603-5107	Granddaughter of Ledell Brown DOD 6/2021 Phone number 251-438-7350 Phone number 251-432-4627
8	Yanina Knight 1163 Elmira St Mobile AL 36604-2937	Granddaughter of Ledell Brown DOD 6/2021 Phone number 251-391-8796
9	Coronda Knight 353 Lexington Ave Mobile AL 36603-5156	Granddaughter of Ledell Brown DOD 6/2021 Phone number 251-214-2900 Phone number 916-467-0050
10	Antoinette Brown 637 Alamos Ave Apt 9C Sacramento CA 95815-1105	Daughter of Ledell Brown DOD 6/2021 Phone number 916-595-1875
11	Annie A Brown 8630 Schubert Ct Elk Grove CA 95624-3879	Daughter of Ledell Brown DOD 6/2021 Phone number 916-332-5564

TAX STATUS: STATE TAX DEED ISSUED 6/14/1983. 2022 TAXES ARE CURRENT

12	M & R Properties 267 Houston St Mobile AL 36606-4318	Tax Deed 43161 issued and recorded on 6/14/1983 Bk3350 Pg618

Parties with recorded liens per Title Report:

13	Mobile Infirmary Business Office/Liens/Collections 5 Mobile Infirmary Cir Mobile AL 36607	Mobile Infirmary vs Antoinette Brown Acct Number 603438631-3231 recorded 8/26/2013 Bk7067 Pg 697
14	Mobile Infirmary Business Office/Liens/Collections 5 Mobile Infirmary Cir Mobile AL 36607	Mobile Infirmary vs Toyja Knight Acct Number 600632962-5205 recorded 8/8/2005 Bk5824 Pg1082

15	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Coronda L Knight Acct # IIT-R002606363 Lien number 380816896 Recorded 3/13/2023 Instrument # 2023014173
16	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Bobby J Brown Acct # IIT-R004802434 Lien number 1062409728 Recorded 6/28/2018 Bk7653 Pg583

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/19/2023

Funding Source

Project # 557 St. Louis Street - ME-036-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 557 St. Louis Street	Cover Memo	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/13/2023 - 2:56 PM
City Clerk	Gauthier, Lana	Approved	9/14/2023 - 11:00 AM

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **557 ST LOUIS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7 and 8;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **557 ST LOUIS STREET** described as:

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT SE COR OF ST LOUIS & WARREN STS & RUN TH ELY ALG S/L OF ST LOUIS ST 111.3 FT TO W/L OF PPTY NOW OR FORMERLY OF J B DORTCH TH RUN SLY ALG SD W/L 110 FT TO A PT TH RUN WLY & PAR OR NEARLY SO WITH ST LOUIS ST 111.3 FT TO A PT ON E/L OF WARREN ST TH RUN NLY ALG E/L OF WARREN ST 110 FT TO POB SD LOT BEING BDED ON N BY ST LOUIS ST E BY PPTY S BY PPTY OF SD FRANCIS A POGGI & ON W BY WARREN ST #SEC 40 T4S R1W #MP29 06 40 0 003

Parcel Number: 29 06 40 0 003 323.01

Last Assessed to: BRINGHURST DONALD L C/O HUDSON LAND LLC

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 12, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 19, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **557 ST LOUIS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BRINGHURST DONALD L C/O HUDSON LAND LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 003 323.01
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

557 ST. LOUIS STREET

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

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

Property Score			
Score	~~49~~ 69	Score Description	~~REVIEW COMM~~ Demo

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 4/14/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/18/2023

Property Address: 557 St. Louis Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☐7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

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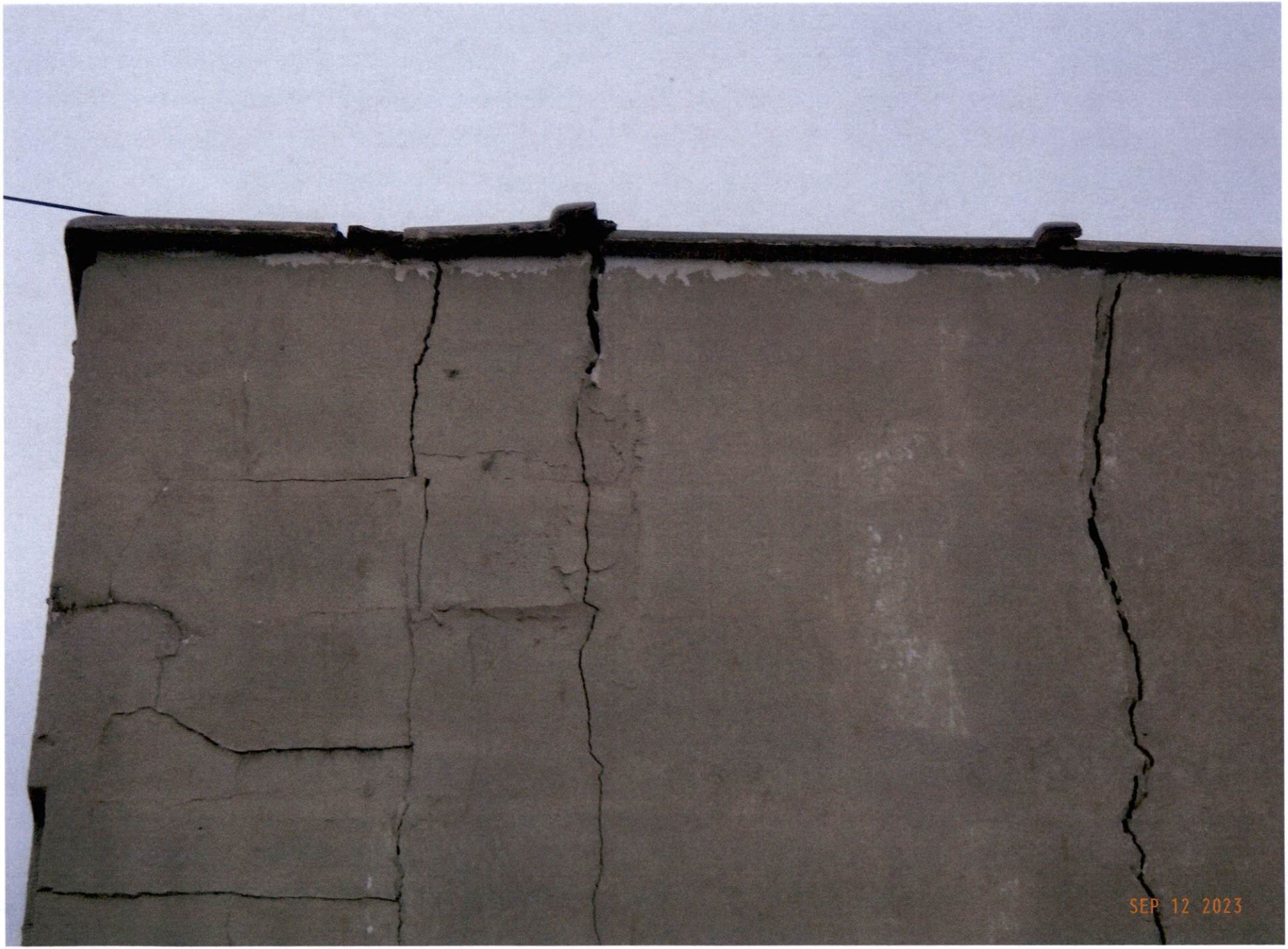
SEP 12 2023
OFFICE

SEP 12 2023

SEP 12 2023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Affidavit of Mailed Notice

September 12, 2023

State of Alabama
County of Mobile

Subject Property – 557 St. Louis Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Hudson Land, LLC
c/o Robert J. Isakson
157 N. Conception Street
Mobile, AL 36603-6478

July 27, 2023

RE: **557 St. Louis Street**
Project Number: ME-036-23

Dear Hudson Land, LLC c/o Robert J. Isakson:

On July 18, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 557 St. Louis Street.

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

THAT LOT OF LAND BDED BY A LINE DESC AS BEG AT SE COR OF ST LOUIS & WARREN STS & RUN TH ELY ALG S/L OF ST LOUIS ST 111.3 FT TO W/L OF PPTY NOW OR FORMERLY OF J B DORTCH TH RUN SLY ALG SD W/L 110 FT TO A PT TH RUN WLY & PAR OR NEARLY SO WITH ST LOUIS ST 111.3 FT TO A PT ON E/L OF WARREN ST TH RUN NLY ALG E/L OF WARREN ST 110 FT TO POB SD LOT BEING BDED ON N BY ST LOUIS ST E BY PPTY S BY PPTY OF SD FRANCIS A POGGI & ON W BY WARREN ST #SEC 40 T4S R1W #MP29 06 40 0 003

Parcel Number: 29 06 40 0 003 323.01

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

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

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

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

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

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

a) Repair the structures / and or building by **September 10, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 10, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 10, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **September 10, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on September 19, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

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

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

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

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

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: **557 Saint Louis St** Date: May 18, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 18, 2023

Per the Title Report, the owner is: Hudson Land, LLC

Note: New owner of record at the Mobile County Revenue Commission for the tax year 2024.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Hudson Land, LLC c/o Robert J Isakson 157 N Conception St Mobile AL 36603-6478	Owner and subject address Phone number 251-432-1160 Phone number 251-301-7546 Phone number 205-344-1663

TAX STATUS: PAID CURRENT 2022

Parties with recorded liens per Title Report: NONE

Open Mortgages:

Donald Bringhurst 6992 Forest Glenn Ct Irvington AL 36544-3672	Vendors Lien Deed 2023030354 recorded 5/15/2023 Donald L Bringhurst to Hudson Land, LLC Phone number 251-454-3441 Phone number 251-432-4632

Lis Pendens:

Lis Pendens: City of Mobile vs Donald L Bringhurst recorded 5/19/2023 instrument number 2023031375

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tablet Command Inc for Tablet Command incident management software for MFRD.
Emergency Services expense.

Amount of Contract:

$32,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230912 Tablet Agenda Package POs	Cover Memo	9/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 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
11901	2023	(1510) FIRE ADMINISTRATION	TABLET COMMAND INCIDENT MANAGEMENT SOFTWARE FOR MFRD (BID EXEMPT – AL CODE 41-16-51(A)(8))	$32,500.00	(298024) TABLET COMMAND INC

Adopted:

_____

City Clerk

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER QUOTE #11901 AND QUOTE #QU-0495. NOTE: STATE OF ALABAMA BID LAW 41-16-51 (a)(8). ATTN: NELSON LAWRENCE 519-820-6021 NELSON@TABLETCOMMAND.COM			
001	ONE TIME COST: CAD integration-API Integration Development Deployment and Testing PER QUOTE QU-0495	1.00 EACH	2000.00000	2000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ONE TIME COST: Staffing Integration Deployment,	1.00 EACH	2000.00000	2000.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Configuration. Testing - Per Staffing Solution PER QUOTE QU-0495			
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	ONE TIME COST: Tablet Command Web Based User Training (UNLIMITED ATTENDEES/SESSION), $500/SESSION. PER QUOTE QU-0495	3.00 EACH	500.00000	1500.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1500.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TABLET COMMAND INC	FIRE CENTRAL SUPPLY
822 HARTZ WAY	2851 OLD SHELL ROAD
SUITE 235	
	MOBILE, AL 36607
DANVILLE, CA 94526	RICHARDSONV@CITYOFMOBILE.ORG
UNITED STATES	
Tel#2093796911	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	ONE TIME COST: TC Customer Onboarding and Account Configuration - Single Agency PER QUOTE QU-0495	1.00 EACH	2000.00000	2000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD			

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
005	RECURRING COST: Tablet Command Enterprise Pro + STATUS Multi Agency License Annual Subscription: Administrative access, updates, support PER QUOTE QU-0495	1.00 EACH	5000.00000	5000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			5000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	RECURRING COST: Tablet Command CAD + STATUS + AVL Integration License Annual Subscription: 24/7/365 monitoring, updates, support PER QUOTE QU-0495	1.00 EACH	7500.00000	7500.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
TABLET COMMAND INC	FIRE CENTRAL SUPPLY
822 HARTZ WAY	2851 OLD SHELL ROAD
SUITE 235	
	MOBILE, AL 36607
DANVILLE, CA 94526	RICHARDSONV@CITYOFMOBILE.ORG
UNITED STATES	
Tel#2093796911	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.44020.			7500.00

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

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

007	RECURRING COST: TC Mobile Unlimited End User License iPhone/Android: Updates, end user support PER QUOTE QU-0495	1.00 EACH	3000.00000	3000.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			3000.00

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

Deliver To
FIRE CENTRAL SUPPLY

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			
008	RECURRING COST: Tablet Command End User License - Tablet: Updates, end user support PER QUOTE QU-0495	10.00 EACH	500.00000	5000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			5000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009	RECURRING COST: Tablet Command End User + STATUS + AVL License - Tablet: Updates, end user support PER QUOTE QU-0495	10.00 EACH	350.00000	3500.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			3500.00

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
TABLET COMMAND INC 822 HARTZ WAY SUITE 235 DANVILLE, CA 94526 UNITED STATES Tel#2093796911	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010	RECURRING COST: Staffing Integration Annual Subscription - New PER QUOTE QU-0495	1.00 EACH	1000.00000	1000.00
	1 6120.70.15.0000.0000.1510.0000.0000.44020.			1000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Bill To	Requisition 00011901-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6120.70.15.0000.0000.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
TABLET COMMAND INC	FIRE CENTRAL SUPPLY
822 HARTZ WAY	2851 OLD SHELL ROAD
SUITE 235	
	MOBILE, AL 36607
DANVILLE, CA 94526	RICHARDSONV@CITYOFMOBILE.ORG
UNITED STATES	
Tel#2093796911	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	298024				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			32500.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.44020.	32500.00	75276.68
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	09/11/23	DONALD ROSE	Auto approved by: 9105fola
Approved	09/11/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	09/11/23	JOHN PAINE	Auto approved by: 9105fola
Approved	09/11/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	09/11/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mobile Bay Harley-Davidson Inc for 6 FLHTP Electra Glide police package Harley-Davidson motorcycles for MPD.
Fleet Capital

Amount of Contract:

$215,983.26

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230912 Harley Agenda Package POs	Cover Memo	9/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:29 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
10793	2023	(F7000) MOTOR POOL	6 FLHTP ELECTRA GLIDE POLICE-PACKAGE HARLEY-DAVIDSON MOTORCYCLES FOR MPD (SEALED BID 5837)	$215,983.26	(134774) MOBILE BAY HARLEY-DAVIDSON INC

Adopted:

_____

City Clerk

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	MOTORCYCLE AS SPECIFIED: 2023 OR NEWER POLICE PACKAGE HARLEY DAVIDSON MOTORCYCLE. Color:Two-tone, Artic White and Dark Peace Officer Blue. AS PER CITY OF MOBILE BID #5837 AND YOUR QUOTE	6.00 EACH	35997.21000	215983.26

Additional Description Notes

2023 OR NEWER POLICE PACKAGE HARLEY DAVIDSON MOTORCYCLE.
Color: Two-tone, Artic White and Dark Peace Officer Blue.

Engine: Minimum 114 cubic inches, air-cooled, electric start. External thermostatically controlled oil cooler.

Cruise Control: Cruise control on left handlebar. Cruise / Resume / Standby.

Transmission: 6 speed constant mesh, heel and toe shift lever.

Electrical: Minimum 50 amp/hr. 12-volt battery, with a solid state, high output alternator.

Ignition: Electronic control.

Clutch: Wet multi-clutch one plate design, high performance with manual cable.

Exhaust: High performance chrome dual exhaust pipes, Rinehart chrome mufflers, and chrome protectors on each side of motorcycle with stage one

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC 3260 PLEASANT VALLEY RD MOBILE, AL 36606 Tel#251-471-2174 Fax 251-471-5989	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	(1) upgrade (Air induction / computer update) Engine Guard: Chrome front mounted. Frame: Heavy-duty double loop. Handlebar: 10” Classis Bagger Ape Hanger 1” Chrome (Paul Yaffe Originals) Brakes: Independent front and rear ABS brake system. Fuel Tank: Minimum 6.0 U.S. Gallons Wheels: Cast alloy with tapered bearings, retention pins, and spin balanced. Tires: Front / Rear black tubeless with bead retention. Fairing and Windshield: Fork mounted, full coverage fairing and windshield. Siren: Mounted 100-watt siren with 100-watt speaker mounted to engine guard. Siren Switch: Left side mounted to handlebar water-resistant switch. Pursuit Lights: Two blue LED circular front mounted (one per side) and engine guard mounted rectangular blue LED light (one per side). Pursuit Light Switch: Right side mounted handlebar water-resistant switch.			

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Suspension: Heavy-duty suspension with telescopic cartridge damping front forks. Air adjustable rear shocks.

Wiring: Heavy duty.

Seat: Solo, smooth (no buttons), frame mounted, solid spring adjustable.

Tour package: Black outfitted with blue LED lights.

Saddle Bags: All hinges and locks to be heavy-duty with speed latches and chrome saddlebag guards.

Speedometer: Certified for Police use.

Indicator Lights: High beam, turn signals, neutral, and oil warning.

Lighting: LED Day-maker headlamps.

Mirrors: True image mirrors on each side of handlebar.

Moving Radar: KA band radar with front / rear antennas. Tuning forks and related operating manuals.

Footboard: Adjustable non-skid fold-up.

Handles: Heated with temperature adjustment control.

Throttle: Cruise control with left side water-resistant control switch.

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price

Warranty: Factory warranty with two-year standard coverage and unlimited mileage.

Manuals: Service and parts for the motorcycle.

Training: Minimum one-week training for one motorcycle mechanics.

Bulletins: Two copies of all current service bulletins and all future bulletins on publications.

***We are currently seeking sponsors through the Mobile Law Enforcement Foundation to purchase additional lighting for the motorcycles that are currently in service with the intention of adding the new light package to newly purchases motorcycles. The new light package will be an addition to the lights installed in the original police package. The additional lighting will make the motorcycles more visible which will add greater safety when conducting enforcement operations. This light request could be part of the original bid or added to the motorcycle during upfit such as mounting MDT's and printers.

Additional lighting:
• Windshield Light Array molded light bar. The molded light bar will hold five light modules (Ion T-Series) and mount to the fairing at the base of the windshield. (All Blue)
• Side Crash Bar Mounting Bracket (Chrome). One for each side. Each bracket will hold 3 light modules (ION T-Series). (All Blue)
• License Plate Light Bracket. Each bracket will hold two light modules, one on each side (M2 or V23 Lights - All Blue). The lights will

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC	MOTOR POOL - ATTN: SEAN CLARK
3260 PLEASANT VALLEY RD	770 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36606	CARTERD@CITYOFMOBILE.ORG
Tel#251-471-2174	Delivery Reference
Fax 251-471-5989	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL - ATTN: SEAN CLARK
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	have a low light steady burn blue when the motorcycle is turned on. They will do an emergency flash pattern when lighting equipment is activated. • Please see attached price quote for additional information on the requested light package to be added.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			215983.26

Ship To
MOTOR POOL - ATTN: SEAN CLARK
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

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

Requisition Link

Requisition Total 215983.26

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	215983.26	117939.74

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	215983.26	75276.68

Bill To	Requisition 00010793-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 6

Vendor	Ship To
MOBILE BAY HARLEY-DAVIDSON INC 3260 PLEASANT VALLEY RD MOBILE, AL 36606 Tel#251-471-2174 Fax 251-471-5989	MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL - ATTN: SEAN CLARK 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/05/23	134774	06/05/23			MOTOR POOL

Account		Amount	Remaining Budget
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	06/07/23	CHARLES SUMRALL	PD units
Approved	06/07/23	SHONNDA SMITH	
Approved	06/07/23	JAMES DELAPP	Auto approved by: 910518244
Approved	06/07/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/11/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/11/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/11/23	JOHN PAINE	
Approved	09/11/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5837
POLICE PACKAGE MOTORCYCLES

	MOBILE BAY HARLEY	HARLEY DAVIDSON OF MONTGOMERY
HARLEY DAVIDSON POLICE MOTORCYCLE	$35,997.21	$36,660.83

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: sc 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:
8/17/2023	5837	Motor Pool	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, September 8, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
Appx 1-8	**POLICE PACKAGE MOTORCYCLES** 2023 or Newer Police Package Harley Davidson Electra-glide Motorcycles as per the following and attached specifications: Make _____ Model _____ Provide literature and specifications on product bid. Upon award the City will purchase a minimum of one (1) Police Package Motorcycle. Motorcycles must be delivered set up, ready to use to 745 South Broad Street. Vendor shall deliver the Set Up Motorcycle(s) to the City of Mobile Motorpool. Under No circumstances will the vendor have the City pick up the motorcycles. The City will Not pick up the motorcycles. If vendor does not deliver the motorcycle to the City of Mobile Motor Pool or allows/ or has any city employee pick up the motorcycle from the dealership, there shall be a $1500.00 deduction per motorcyle from the vendor payment. Page 1 of 3					
			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.

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

All paperwork will be signed by the Purchasing Agent of the City of Mobile.

Motorcycle manufacturer must have a service center within approximately 50 miles of the City of Mobile to work on the motorcycles bought by the City of Mobile.

City may require a demonstration of motorcycle bid prior to award for evaluation purposes. If a demonstration motorcycle is to be evaluated, it shall be set up mechanically exactly as the cycle bid.

City of Mobile Business License required.

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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.

For questions: Contact the City of Mobile Purchasing Department at 251-208-7434 or email at: purchasing@cityofmobile.org.

Pricing to be firm for the six (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 two (2) additional six (6) month periods.

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.

Police Motorcycle Bid Specifications

The City of Mobile is accepting bids to purchase six (06) 2023Police Package Harley Davidson motorcycles. All submitted bids would require the following minimum specifications.

All dealer installations and/or modifications are not acceptable unless noted and approved by the City of Mobile.

Color:	Two-tone, Artie White and Dark Peace Officer Blue.
Engine:	Minimum 114cubic inches, air-cooled, electric start. External thermostatically controlled oil cooler.
Cruise Control:	Cruise control on left handlebar. Cruise /Resume /Standby.
Transmission:	6 speed constant mesh, heel and toe shift lever.
Electrical:	Minimum 50 amp/hr. 12-volt battery, with a solid state, high output alternator.
Ignition:	Electronic control.
Clutch:	Wet multi-clutch 9 or 10 plate design, high performance with manual cable.
Exhaust:	High performance chrome dual exhaust pipes, Rinehart chrome mufflers, and chrome protectors on each side of motorcycle with stage one (1) upgrade (Air induction /computer update)
Engine Guard:	Chrome front mounted.
Frame:	Heavy-duty double loop.
Handlebar:	12" Classis Bagger Ape Hanger 1" Chrome (Paul Yaffe Originals)
Brakes:	Independent front and rear ABS brake system.
Fuel Tank:	Minimum 6.0 U.S. Gallons
Wheels:	Cast alloy with tapered bearings, retention pins, and spin balanced.
Tires:	Front I Rear black tubeless with bead retention.
Fairing and Windshield:	Fork mounted, full coverage fairing and windshield.
Siren:	Mounted 100-watt siren with 100-watt speaker mounted to engine guard
Siren Switch:	Left side mounted to handlebar water-resistant switch.
Pursuit Lights:	Two blue LED circular front mounted (one per side) and engine guard

	mounted rectangular blue LED light (one per side). **Faring:** Windshield Light Array molded light bar. The molded light bar will hold five light modules (Ion T-Series) and mount to the Fairing at the base of the windshield. (All Blue) **Engine Lights:** 2 Each Whelen TLIB ION T-series linear light, blue mounts on bracket on each side of motor. **Side Crash Bar Mounting Bracket** (Chrome). One for each side. Each bracket will hold 3 light modules (ION T-Series). (All Blue) **Saddle bags:** Whelen TLIB – ION T series Linear LED Light mounted to chrome saddle bag light bracket 1 per side **License Plate Light Bracket.** Each bracket will hold two light modules, one on each side (M2 or V23 Lights - All Blue). The lights will have a low light steady bum blue when the motorcycle is turned on. They will do an emergency flash pattern when lighting equipment is activated. **Emergency light control module**: Whelen SLFlash – to mounted where proper
Pursuit Light Switch:	Right side mounted handlebar water-resistant switch
Suspension:	Heavy-duty suspension with telescopic cartridge damping front forks.. Hand adjustable rear shocks.
Wiring:	Heavy duty.
Seat:	Solo, smooth (no buttons), frame mounted, solid spring adjustable.
Tour package:	Black outfitted with blue LED lights.
Saddle Bags:	All hinges and locks to be heavy-duty with speed latches and chrome saddlebag guards.
Speedometer:	Certified for Police use.
Indicator Lights:	High beam, tum signals, neutral, and oil warning.
Lighting:	LED Day-maker headlamps.
Mirrors:	True image mirrors on each side of handlebar.
Moving Radar:	Stalker KA band radar with front and rear antennas. Moving, stationary and same lane options. Tuning forks and related operating manuals.
Footboard:	Adjustable non-skid fold-up.

Handles:	Heated with temperature adjustment control.
Throttle:	Cruise control with left side water-resistant control switch.
Warranty:	Factory warranty with two-year standard coverage and unlimited mileage.
Manuals:	Service and parts for the motorcycle.
Training:	Minimum one-week training for one motorcycle mechanics.
Bulletins:	Two copies of all current service bulletins and all future bulletins on publications.

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:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for annual renewal of Rock Solid citizen-engagement software.
General fund.

Amount of Contract:

$51,275.99

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230912 Rock Agenda Package POs	Cover Memo	9/12/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14692	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF ROCK SOLID CITIZEN ENGAGEMENT SOFTWARE (BID EXEMPT AL CODE 41-16-51(A)(8))	$51,275.99	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- this is in relation to the initial PO 22010903, I have also attached the sign agreement to this req. PER STATE OF ALABAMA CONTRACT MA230000003919 AND YOUR QUOTE #23863580. NOTE: STATE OF ALABAMA BID LAW 41-16-51 (a)(8). EMAIL PO TO MELISSA_MAJEWSKI@SHI.COM			
001	Platform - Enterprise: Subscription Granicus - Part#: Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2023 - 6/27/2024	1.00 EACH	38279.77000	38279.77
1	1000.10.23.5000.5000.5000.0000.0000.42115.			38279.77
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT			

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	651 CHURCH STREET MOBILE, AL 36602			
002	Knowledge Base: Subscription Granicus - Part#: Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2023 - 6/27/2024	1.00 EACH	5907.37000	5907.37
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			5907.37
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Staging Instance: Subscription Granicus - Part#: Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #:	1.00 EACH	7088.85000	7088.85

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	CTR060028 Subcontract #: MA230000003919 Coverage Term: 6/28/2023 - 6/27/2024			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			7088.85
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 51275.99

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	51275.99	83513.38

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

Activity	Date	Clerk	Comment
Approved	09/05/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	09/05/23	SCOTT KEARNEY	

Bill To	Requisition 00014692-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/05/23	272641	09/05/23			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	09/05/23	UDARA JAYASENA		Auto approved by: 91057606	
	Approved	09/12/23	DONALD ROSE		Approved by: 9105fola	
	Approved	09/12/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	09/12/23	STEVEN KRONINGER		Auto approved by: 910516727	
	Approved	09/12/23	SAMANTHA COOLEY		Auto approved by: 910516727	
	Approved	09/12/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	09/12/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Joh Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Greenview Solutions LLC for tree trimming and removal and stump grinding on Airport Blvd from Sage to Schillinger.
General fund.

Amount of Contract:

$80,499.50

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

ATTACHMENTS:

Description	Type	Upload Date
20230914 greenview Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:28 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
14978	2023	(2018) FORESTRY	TREE TRIMMING AND REMOVAL AND STUMP GRINDING ON AIRPORT BLVD (SEALED BID 5832)	$80,499.50	(298700) GREENVIEW SOLUTIONS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014978-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GREENVIEW SOLUTIONS LLC	URBAN FORESTRY
6146 MOBILE HWY.	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
PENSACOLA, FL 32526	PETER.TOLER@CITYOFMOBILE.ORG
Tel#850-208-2220	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	298700				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING AIRPORT BLVD - SAGE - SCHILLINGER AS PER CITY OF MOBILE BID # 5832 AND YOUR QUOTE	1.00 EACH	80499.50000	80499.50
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			80499.50

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 80499.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	80499.50	53731.80
FORESTRY EXP CONTRACT LABOR		

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

Bill To	Requisition 00014978-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released Page 2

Vendor	Ship To
GREENVIEW SOLUTIONS LLC 6146 MOBILE HWY. PENSACOLA, FL 32526 Tel#850-208-2220	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	298700				FORESTRY

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	09/14/23	SHONNDA SMITH	Auto approved by: 910518527		
	Approved	09/14/23	JAMES DELAPP			
	Approved	09/14/23	CHERI BOUCHER	Auto approved by: 910518527		
	Approved	09/14/23	CASI CALLAWAY	Auto approved by: 910518527		
	Queued	09/14/23	DONALD ROSE	Auto approved by: 910518527		
	Queued	09/14/23	SANDRA LEWIS	Auto approved by: 910518527		
	Queued	09/14/23	STEVEN KRONINGER	Auto approved by: 910518527		
	Queued	09/14/23	SAMANTHA COOLEY	Auto approved by: 910518527		
	Queued	09/14/23	JOHN PAINE	Auto approved by: 910518527		
	Queued	09/14/23	MICHAEL SPAFFORD	Auto approved by: 910518527		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5832
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	ASPLUNDH	CAIN'S *Did not sign bid*	GREENVIEW SOLUTIONS
Old Shell Road			
Broad St – I-65	$97,765.00	NB	$160,999.00
I-65 W to Hillcrest Rd	$123,028.00	NB	$160,999.00
Airport Boulevard			
Sage – Schillinger	$99,673.00	NB	$80,499.50
Cottage Hill			
Airport Blvd – Azalea Rd	$69,006.00	$33,450.00	$80,499.50
Azalea Road – Cody Road	$129,671.00	$98,900.00	$80,499.50
University Boulevard			
Cottage Hill Rd – Airport Blvd	$53,882.00	$99,375.00	$80,499.50
Airport Blvd – Moffett Rd	$82,284.00	$84,850.00	$160,999.00

ADDENDUM 2

August 22, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

Change Bid Opening Date and Time:

From: 12:01pm, Friday, August 25, 2023.

To: 12:01 pm, Friday, September 1, 2023.

Replace Pricing Page:

Delete: Page 4 Issued within the Bid

Replace with: The Attached Pricing Sheet

At the pre-bid meeting, the City said the City would mark every tree on the bid routes that the City would expect the Contractor to remove as part of its bid price, and City would have those trees marked would be marked by Friday, August 18, to give the bidders time to see the trees to be removed before submitting their bids.

The City **did not** complete the marking of the trees for removal in the bid areas until Tuesday, August 22. The extra week is giving bidders time to check, or re-check routes for marked trees for removal.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

ADDENDUM

August 21, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 1 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

The City is extending the work area on the western Cottage Hill corridor further west out to McFarland Road. The bid previously listed the western Cottage Hill corridor project area as running from Azalea Road west along Cottage Hill Road to Cody Road. This addendum extends the project for that corridor further west, and bids for that corridor will cover work on Cottage Hill Road from Azalea Road all the way west to McFarland Road.

PAGE 4

CHANGE

From: Cottage Hill,

Azalea Road—Cody Road _____

To: Cottage Hill,

Azalea Road –McFarland Road _____

Use the following corrected page to provide your bid pricing and submit with your signed original bid document.

Also, the header on page 5 of the bid document is incorrect.

PAGE 5

CHANGE

From: "SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL"

To: "SPECIFICATIONS FOR TREE PRUNING AND REMOVAL"

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

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:
8/3/2023	5832	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached.

- Old Shell Road
- Airport Boulevard
- Cottage Hill Road
- University Boulevard

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Wednesday, August 16, 2023, at 9:00 am.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5832**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, August 25, 2023**, or the **Bid #5832.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, August 25, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

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

Any bids delivered after **12:01 P.M., Friday, August 25, 2023** will be returned unopened.

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 purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – Cody Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of 15 ft on minor streets, 18 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   To include and service roads (both sides) running along the side and parallel to the main street.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will 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 Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
        $250,000 each person
        $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
        Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
        $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.
Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.

13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.

14. "One Call" should be notified to come mark utilities.

15. If live wires are in the way, notify the City and power company.

16. If access is needed to private property, the vendor will need to coordinate with the property owner.

17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

   1. Register as a vendor with the City of Mobile.
   2. Submit proof of enrollment in the Federal E-Verify program
   3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

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:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Asplundh Tree Expert LLC for tree trimming and removal and stump grinding on Old Shell Road from Broad St to I-65.
General fund.

Amount of Contract:

$97,765.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230914 Asplundh Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:28 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
14980	2023	(2018) FORESTRY	TREE TRIMMING AND REMOVAL AND STUMP GRINDING ON OLD SHELL ROAD (SEALED BID 5832)	$97,765.00	(295712) ASPLUNDH TREE EXPERT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014980-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Released Page 1

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING OLD SHELL ROAD - BROAD ST - I65 AS PER CITY OF MOBILE BID # 5832 AND YOUR QUOTE	1.00 EACH	97765.00000	97765.00
1	1000.40.20.2070.2018.2070.0000.0000.42070.			97765.00

Ship To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Deliver To
URBAN FORESTRY
ATTN: PETER TOLER
1900 HURTEL STREET
MOBILE, AL 36605

Requisition Link

Requisition Total 97765.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070. FORESTRY EXP CONTRACT LABOR	97765.00	53731.80

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

Activity	Date	Clerk	Comment

Bill To	Requisition 00014980-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/14/23	295712				FORESTRY

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	09/14/23	SHONNDA SMITH		Auto approved by: 9105paij	
	Queued	09/14/23	JAMES DELAPP		Auto approved by: 9105paij	
	Queued	09/14/23	CHERI BOUCHER		Auto approved by: 9105paij	
	Queued	09/14/23	CASI CALLAWAY		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 TABULATION FOR BID #5832
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	ASPLUNDH	CAIN'S *Did not sign bid*	GREENVIEW SOLUTIONS
Old Shell Road			
Broad St – I-65	$97,765.00	NB	$160,999.00
I-65 W to Hillcrest Rd	$123,028.00	NB	$160,999.00
Airport Boulevard			
Sage – Schillinger	$99,673.00	NB	$80,499.50
Cottage Hill			
Airport Blvd – Azalea Rd	$69,006.00	$33,450.00	$80,499.50
Azalea Road – Cody Road	$129,671.00	$98,900.00	$80,499.50
University Boulevard			
Cottage Hill Rd – Airport Blvd	$53,882.00	$99,375.00	$80,499.50
Airport Blvd – Moffett Rd	$82,284.00	$84,850.00	$160,999.00

ADDENDUM 2

August 22, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

Change Bid Opening Date and Time:

From: 12:01pm, Friday, August 25, 2023.

To: 12:01 pm, Friday, September 1, 2023.

Replace Pricing Page:

Delete: Page 4 Issued within the Bid

Replace with: The Attached Pricing Sheet

At the pre-bid meeting, the City said the City would mark every tree on the bid routes that the City would expect the Contractor to remove as part of its bid price, and City would have those trees marked would be marked by Friday, August 18, to give the bidders time to see the trees to be removed before submitting their bids.

The City **did not** complete the marking of the trees for removal in the bid areas until Tuesday, August 22. The extra week is giving bidders time to check, or re-check routes for marked trees for removal.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

ADDENDUM

August 21, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 1 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

The City is extending the work area on the western Cottage Hill corridor further west out to McFarland Road. The bid previously listed the western Cottage Hill corridor project area as running from Azalea Road west along Cottage Hill Road to Cody Road. This addendum extends the project for that corridor further west, and bids for that corridor will cover work on Cottage Hill Road from Azalea Road all the way west to McFarland Road.

PAGE 4

CHANGE

From: Cottage Hill,

Azalea Road—Cody Road _____

To: Cottage Hill,

Azalea Road –McFarland Road _____

Use the following corrected page to provide your bid pricing and submit with your signed original bid document.

Also, the header on page 5 of the bid document is incorrect.

PAGE 5

CHANGE

From: "SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL"

To: "SPECIFICATIONS FOR TREE PRUNING AND REMOVAL"

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

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:
8/3/2023	5832	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING					

Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached.

- Old Shell Road
- Airport Boulevard
- Cottage Hill Road
- University Boulevard

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Wednesday, August 16, 2023, at 9:00 am.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5832**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, August 25, 2023**, or the **Bid #5832.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, August 25, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

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

Any bids delivered after **12:01 P.M., Friday, August 25, 2023** will be returned unopened.

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 purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – Cody Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of 15 ft on minor streets, 18 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   To include and service roads (both sides) running along the side and parallel to the main street.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will 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 Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
        $250,000 each person
        $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
        Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
        $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.
Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.

13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.

14. "One Call" should be notified to come mark utilities.

15. If live wires are in the way, notify the City and power company.

16. If access is needed to private property, the vendor will need to coordinate with the property owner.

17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

   1. Register as a vendor with the City of Mobile.
   2. Submit proof of enrollment in the Federal E-Verify program
   3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

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:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Asplundh Tree Expert LLC for tree trimming and removal and stump grinding for Urban Forestry. Old Shell: I65-Hillcrest, University: Cottage Hill-Moffett
General fund.

Amount of Contract:

$259,194.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230907 Asplundh Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 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
14754	2023	(2018) FORESTRY	TREE TRIMMING AND REMOVAL AND STUMP GRINDING (SEALED BID 5832)	$259,194.00	(295712) ASPLUNDH TREE EXPERT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00014754-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2018.2070.0000.0000.42070.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC	URBAN FORESTRY
708 BLAIR MILL ROAD	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605
WILLOW GROVE, PA 19090	PETER.TOLER@CITYOFMOBILE.ORG
Tel#215-784-1372	
	Deliver To
	URBAN FORESTRY
	ATTN: PETER TOLER
	1900 HURTEL STREET
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
001	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING OLD SHELL ROAD - I-65 TO HILLCREST ROAD AS PER CITY OF MOBILE BID #5832 AND YOUR QUOTE	1.00 EACH	123028.00000	123028.00
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			123028.00
	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
002	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING UNIVERSITY BOULEVARD - COTTAGE HILL RD - AIRPORT BLVD AS PER CITY OF MOBILE BID #5832 AND YOUR QUOTE	1.00 EACH	53882.00000	53882.00
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			53882.00

Bill To	Requisition 00014754-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released Page 2

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090 Tel#215-784-1372	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605			
003	TREE LIMB AND TREE REMOVAL AND STUMP GRINDING UNIVERSITY BOULEVARD - AIPORT BLVD - MOFFETT RD AS PER CITY OF MOBILE BID #5832 AND YOUR QUOTE	1.00 EACH	82284.00000	82284.00
	1 1000.40.20.2070.2018.2070.0000.0000.42070.			82284.00
	Ship To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 Deliver To URBAN FORESTRY ATTN: PETER TOLER			

Bill To	Requisition 00014754-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2018.2070.0000.0000.42070. Review: Buyer: Status: Released Page 3

Vendor	Ship To
ASPLUNDH TREE EXPERT LLC 708 BLAIR MILL ROAD WILLOW GROVE, PA 19090 Tel#215-784-1372	URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605 PETER.TOLER@CITYOFMOBILE.ORG
	Deliver To URBAN FORESTRY ATTN: PETER TOLER 1900 HURTEL STREET MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/06/23	295712				FORESTRY

LN	Description / Account	Qty	Unit Price	Net Price
	1900 HURTEL STREET MOBILE, AL 36605			

Requisition Link

Requisition Total 259194.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2018.2070.0000.0000.42070.	259194.00	234154.14
FORESTRY EXP CONTRACT LABOR		

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

Activity	Date	Clerk	Comment
Approved	09/07/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	09/07/23	JAMES DELAPP	
Approved	09/07/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	09/07/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	09/07/23	DONALD ROSE	Auto approved by: 910518527
Queued	09/07/23	SANDRA LEWIS	Auto approved by: 910518527
Queued	09/07/23	STEVEN KRONINGER	Auto approved by: 910518527
Queued	09/07/23	SAMANTHA COOLEY	Auto approved by: 910518527
Queued	09/07/23	JOHN PAINE	Auto approved by: 910518527
Queued	09/07/23	MICHAEL SPAFFORD	Auto approved by: 910518527

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5832
TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

	ASPLUNDH	CAIN'S *Did not sign bid*	GREENVIEW SOLUTIONS
Old Shell Road			
Broad St – I-65	$97,765.00	NB	$160,999.00
I-65 W to Hillcrest Rd	$123,028.00	NB	$160,999.00
Airport Boulevard			
Sage – Schillinger	$99,673.00	NB	$80,499.50
Cottage Hill			
Airport Blvd – Azalea Rd	$69,006.00	$33,450.00	$80,499.50
Azalea Road – Cody Road	$129,671.00	$98,900.00	$80,499.50
University Boulevard			
Cottage Hill Rd – Airport Blvd	$53,882.00	$99,375.00	$80,499.50
Airport Blvd – Moffett Rd	$82,284.00	$84,850.00	$160,999.00

ADDENDUM 2

August 22, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 2 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

Change Bid Opening Date and Time:

From: 12:01pm, Friday, August 25, 2023.

To: 12:01 pm, Friday, September 1, 2023.

Replace Pricing Page:

Delete: Page 4 Issued within the Bid

Replace with: The Attached Pricing Sheet

At the pre-bid meeting, the City said the City would mark every tree on the bid routes that the City would expect the Contractor to remove as part of its bid price, and City would have those trees marked would be marked by Friday, August 18, to give the bidders time to see the trees to be removed before submitting their bids.

The City **did not** complete the marking of the trees for removal in the bid areas until Tuesday, August 22. The extra week is giving bidders time to check, or re-check routes for marked trees for removal.

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

ADDENDUM

August 21, 2023

RE: City of Mobile Bid #5832 Tree Limb and Tree Removal and Stump Grinding

Please consider the following to be ADDENDUM 1 to City of Mobile Bid #5832 for Tree Removal and Stump Grinding.

The City is extending the work area on the western Cottage Hill corridor further west out to McFarland Road. The bid previously listed the western Cottage Hill corridor project area as running from Azalea Road west along Cottage Hill Road to Cody Road. This addendum extends the project for that corridor further west, and bids for that corridor will cover work on Cottage Hill Road from Azalea Road all the way west to McFarland Road.

PAGE 4

CHANGE

From: Cottage Hill,

Azalea Road—Cody Road _____

To: Cottage Hill,

Azalea Road –McFarland Road _____

Use the following corrected page to provide your bid pricing and submit with your signed original bid document.

Also, the header on page 5 of the bid document is incorrect.

PAGE 5

CHANGE

From: "SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL"

To: "SPECIFICATIONS FOR TREE PRUNING AND REMOVAL"

Thank you for your consideration in this matter.

John Paine
Purchasing Agent
City of Mobile
JP/en

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – McFarland Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

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:
8/3/2023	5832	FORESTRY	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, AUGUST 25, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

TREE LIMB AND TREE REMOVAL AND STUMP GRINDING

Tree Limb Removal, Trimming, Tree Removal and Stump Grinding on the following streets as per the following and attached.

- Old Shell Road
- Airport Boulevard
- Cottage Hill Road
- University Boulevard

Work is defined on the attached sheets.

A mandatory Pre-Bid Meeting will be held in the Public Works office at 1900 Hurtel Street on Wednesday, August 16, 2023, at 9:00 am.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5832**.

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, August 25, 2023**, or the **Bid #5832.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Friday, August 25, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

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

Any bids delivered after **12:01 P.M., Friday, August 25, 2023** will be returned unopened.

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 purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM/STREET/SECTION BASIS

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Old Shell Road

Broad Street – I-65 $_____

I-65 West to Hillcrest Road $_____

Airport Boulevard

Sage – Schillinger $_____

Cottage Hill

Airport Boulevard – Azalea Road $_____

Azalea Road – Cody Road $_____

University Boulevard

Cottage Hill Road – Airport Boulevard $_____

Airport Boulevard – Moffett Road $_____

SPECIFICATIONS FOR DAUPHIN STREET PRUNING AND REMOVAL

I. SCOPE OF WORK

A. – BASE BID

1. Tree Pruning: Prune trees along the specified roadway to a height of 15 ft on minor streets, 18 ft on major streets, from the road surface and 9 ft on the sidewalks/surfaces and remove all dead branches, preserving natural crown shapes where feasible. For this bid, the specified roadway is:

   To include and service roads (both sides) running along the side and parallel to the main street.

2. Tree Removal: Remove all trees in the right-of-way along the specified roadway above, marked by the City for removal, that show advanced biological issues, those that are structurally weak, and those that risk failure if pruned to required specifications. Work shall include removal of both the tree and the stump.

B. – TO INCLUDE

1. Tree Pruning over Sidewalks: Prune branches over the sidewalk to a height of nine feet (9') along the specified roadways above.

GENERAL FOR ALL:

Debris Hauling: Vendor responsible to Remove all debris associated with tree pruning and/or removal activities. All debris to be removed within 24 hours.

Traffic Control: Vendor responsible to Provide and implement a traffic control plan.

II. QUALIFICATIONS AND STANDARDS

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall have an ISA Certified Arborist on staff. ISA Certified Arborist must be on site, providing daily guidance for quality control.

2. Contractor shall have at least five (5) years of experience as a contractor in the field of urban forestry maintenance work.

3. Contractor's field supervisor shall have knowledge of the natural habits of the trees so that their natural crown shapes will be preserved when removing any of the wood (branches, leaders, etc.).

4. Contractor must have uniformed staff and identifiable equipment.

5. Contractor must be able to demonstrate to City, upon request, adequate resources, equipment, and experience to complete the work in a safe, efficient, correct, and timely manner.

6. Contractor is required to have a relevant, current, City of Mobile business license to be a responsible bidder and qualified and eligible for selection. Contractor will also be required to register as a vendor with the City of Mobile before beginning contract performance.

7. Contractor will 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 Bid and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Bid, 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 Quote or any activities conducted pursuant thereto, Contractor 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.

8. Contractor will be required to carry insurance in the following minimum amounts, naming the City as an additional insured, and to demonstrate evidence of such insurance to the City within five days of notification that Contractor is notified of bid award.

    a. General Liability insurance- public liability including premises, products and complete operations.
        (1) Bodily injury liability:
        $250,000 each person
        $500,000 each occurrence
        (2) Property damage liability- $100,000 each occurrence.
        Or, (in lieu of (1) and (2) above
        (3) Bodily injury and property damage combined-
        $500,000 per occurrence

b. Comprehensive -Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability- $100,000 each occurrence.
Or, (in lieu of(l) and (2) above)
Bodily injury and property damage combined-
$500,000 per occurrence

c. Statutory Workers Compensation.

9. Equal opportunity: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-030 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.

10. Contractor 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 purchase order and shall be responsible for all damages resulting therefrom.

11. Contractor will not currently be 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

B. PERFORMANCE STANDARDS AND COMPLIANCE

1. Contractor agrees to follow all applicable provisions of state and city laws concerning tree work, including Chapter 65 of the Code of Ordinances of the City of Mobile.

2. Contractor shall arrange work so that sidewalks and streets will be safely passable. Contractor must comply with existing traffic ordinances and coordinate directly with City of Mobile for any traffic control or vehicular problem.. Contractor must submit a Traffic Control Plan at least two working full days prior to proceeding when working in the roadway or performing any activities that will affect traffic. Contractor may contact

Butch Ladner, City of Mobile Traffic Engineering, at (251) 208-2960 or 2972 to discuss traffic control requirements. Contractor must assist motorists w/flagging per MUTCD (www.mutcd.fhwa.dot.gov) guidelines if needed (when working close to but not in the roadway). If Contractor is working close to the roadway but not actually in the road, flagging may be needed if motorists cannot see oncoming traffic due to Contractor equipment blocking the line of sight.

3. All work shall be completed in accordance with the American National Standards Institute (ANSI) A300 standards.

4. The work under these specifications shall be for pruning and removal of City-owned trees. "Pruning" is defined by the Tree Care Industry Association to be the selective removal of plant parts to achieve defined objectives. "Removal" shall include both the tree and the stump.

5. All low branches over the street shall be pruned to provide a clearance of 18 (eighteen) feet from the road surface. All pruning shall use the three-cut method. No stubbed limbs shall be left behind in the tree. If it is not possible to cut a limb without stubbing a branch, the entire branch must be removed, or cut back to a substantial lateral branch that will project future growth in the proper direction without weakening the branch. All limbs exceeding one inch in diameter must be precut to prevent splitting.

6. All stumps are to be ground such that they are mowable. All stumps that result from tree removal operations shall be ground out and removed. Stumps and visible surface roots must be ground to six inches below ground line. Upon conclusion of stump grinding, all resulting holes, indentations, etc, shall be backfilled by the Contractor so that the work site conforms to the surrounding area.

7. Contractor must follow the safety requirements of ANSI Z133, sections 1, 2 and 3.

8. Contractor shall notify all public service utilities to resolve conflicts concerning their property.

9. Contractor may not work on trees impacting power lines unless Contractor is power line-clearance certified by Alabama Power. A non-certified Contractor is responsible to work directly with Alabama Power to clear any such impacted trees or limbs.

10. All loads of debris must be covered and tied down with tarpaulins or equal when transported on public streets.

11. The Contractor shall make sure that the jobsite is clear and clean of debris at the end of each workday and at the completion of the project. Worksites must be broom-swept clean on streets and sidewalks. The City of Mobile will assist with street sweeping.

12. Contractor may work weekdays and on Saturday, between the hours of 9:00 am and 4:00 pm.

13. Vendor shall take all of tree to include the chips from grinding of the stump. Do not leave any debris behind, even if asked by neighbors.

14. "One Call" should be notified to come mark utilities.

15. If live wires are in the way, notify the City and power company.

16. If access is needed to private property, the vendor will need to coordinate with the property owner.

17. Permits are not needed for the trees/locations on the bid.

C. TIMELINE AND WORKPLAN, REPORTS AND INVOICING

1. Contractor will work under the direct supervision of the City of Mobile Urban Forester.

2. Unless otherwise agreed to by City, Contractor is to complete all work within 60 days of contract execution.

3. Contractor is to provide an overall work plan prior to beginning work, and daily reporting of areas being worked and crews employed.

4. Contractor may elect to submit and be paid by weekly, every-other week, or end of project invoicing. Invoices will be submitted to City of Mobile Public Services Department, 1900 Hurtel Street, Mobile Alabama, 36604, or by email upon mutual agreement of City and Contractor.

5. Contractor's invoice must include written verification by its ISA Certified Arborist that the work was completed in compliance with ANSI 300A standards.

III. BID SUBMISSION

A. Bids will be a lump sum to complete the entire project within the time allotted. The lowest priced responsive bid from a responsible contractor will be awarded the bid.

B. No bid, performance, or labor/materials bonds are required.

C. Requests for information (RFI's) shall be submitted in writing to Purchasing@CityofMobile.org no later than three (3) business days prior to the Bid submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the Contractor on the Bid forms. Failure to acknowledge Addenda may result in disqualification of the bid.

D. A properly submitted Bid must include:
   1. Signed completed bid package to include a complete copy of these bid specifications and completed pricing.
   2. Copy of Bidder's City of Mobile business license.
   3. Name and credentials of Bidder's certified arborist that will supervise Bidder's performance of the work.
   4. Sealed envelope containing the above bid documentation with a notation indication the Bid number and the bid due date and time.

E. A City of Mobile Business License is required and must be current at time of submitting a Bid, and throughout contract period.

F. The successful bidder will be required, within no less than five calendar days upon notice of award, complete the following actions

   1. Register as a vendor with the City of Mobile.
   2. Submit proof of enrollment in the Federal E-Verify program
   3. Provide Certificate of Insurance, naming the City as an additional insured along with all endorsements in accordance with City of Mobile Insurance Requirements

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:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc for five Ford Transit 15-passenger vans for MPRD.
Fleet Capital.

Amount of Contract:

$300,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230914 Long Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:29 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
14259	2023	(2050) FLEET MANAGEMENT-GARAGE	5 FORD TRANSIT 15-PASSENGER VANS FOR MPRD (AL STATE CONTRACT)	$300,000.00	(290649) LONG LEWIS FORD OF THE SHOALS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014259-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/23	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	FIVE 2023 OR NEWER FORD TRANSIT 15 PASSENGER VAN XL MEDIUM ROOF EXTENDED LENGTH 15 ,PASSENGER SEATING 3.5 PFDI V6, AUTOMATIC TRANSMISSION. THE FOLLOWING OPTIONS TO BE INCLUDED: REMOTE MIRRORS HINGED REAR DORS POWER SIDE DOORS EXTENDED RUNNING BOARDS REARVIEW CAMERA 2 EXTRA SETS OF KEYS REMOTE KEY PAD ENTRY SPARE TIRE VINYL INTERIOR SEATING, MANUAL DRIVERS SEAT REAR AIR CONDITIONER WIT NO REAR CONTROLS EXTRA LARGE / EXTENDED RANGE FUEL TANK SPARE TIRE TO IINCLUDE DELIVERY TO THE CITY OF MOBILE AT $2.00 PER MILE. DISTANCE IS 369 MILES AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT MA220000003123 Additional Description Notes --- FIVE 2023 OR NEWER FORD TRANSIT 15 PASSENGER VAN XL MEDIUM ROOF EXTENDED LENGTH 15 ,PASSENGER SEATING 3.5 PFDI V6, AUTOMATIC TRANSMISSION. REQUESTED BY PARKS-OPERATIONS	5.00 EACH	60000.00000	300000.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP02025 .VEHICLEEXP. .			300000.00

Bill To	Requisition 00014259-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/23	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 300000.00

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

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP. .	300000.00	234398.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	300000.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/23/23	CHARLES SUMRALL	Approve Spec
Approved	08/24/23	SHONNDA SMITH	
Approved	08/24/23	JAMES DELAPP	Auto approved by: 910518244

Bill To	Requisition 00014259-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/23	290649				FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	08/24/23	CHERI BOUCHER		Auto approved by: 910518244	
	Approved	08/24/23	CASI CALLAWAY		Auto approved by: 910518244	
	Approved	09/14/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	09/14/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	09/14/23	JOHN PAINE			
	Approved	09/14/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Woodie	Belk	woodie.belk@longlewis.net	256-386-7800
Woodie	Belk	woodie.belk@longlewis.net	256-386-7800

4 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/14/2022

End Date
6/14/2024

Documents

Items

- 2023 Order Bank Opening Updates.pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Master_Agreement_V1 (7).pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1.pdf

Item Name	Product Code		UOM
Ford Escape	220000003123-1	31,289.50	Each
Ford Bronco Sport	220000003123-2	35,371.50	Each
Ford Edge	220000003123-4	34,658.50	Each
Ford Expedition	220000003123-5	47,072.50	Each
Ford Transit Connect Passenger Van	220000003123-7	30,101.50	Each
Ford Transit Passenger 15 Van	220000003123-9	45,477.25	Each
Ford Transit Cargo Van	220000003123-11	39,220.25	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Model 1 Commercial Vehicles Inc for 22ft Starcraft 12-passenger bus with wheelchair lift for MPRD.
Fleet Capital.

Amount of Contract:

$129,207.02

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

ATTACHMENTS:

Description	Type	Upload Date
20230914 Commercial Agenda Package POs	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:29 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
14254	2023	(2050) FLEET MANAGEMENT GARAGE	22FT STARCRAFT 12-PASSENGER BUS WITH WHEELCHAIR LIFT FOR MPRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$129,207.02	(00000) MODEL 1 COMMERCIAL VEHICLES, INC DBA CREATIVE BUS SALES, INC

Adopted:

_____

City Clerk

Bill To	Requisition 00014254-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/23	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	2023 OR NEWER STARCRAFT ALLSTAR 22' 12 PASSENGER W/2 WHEELCHAIR AS PER HGAC CONTRACT BT01-21 STARCRAFT MODEL BT21ZCB AS PER QUOTE BASED ON BT01-21 DATED 8-16-2023 DELIVERED TO THE CITY OF MOBILE	1.00 EACH	129207.02000	129207.02

Additional Description Notes

2023 OR NEWER STARCRAFT ALLSTAR 22' 12 PASSENGER W/2 WHEELCHAIR E450 REQUESTED BY PARKS-OPERATIONS

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP02025 .VEHICLEEXP. . 129207.02

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 129207.02

Bill To	Requisition 00014254-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/23	00000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E MP02025 .VEHICLEEXP. .	129207.02	234398.10

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	129207.02	53731.80

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	08/23/23	CHARLES SUMRALL	Approve Spec
Approved	08/24/23	SHONNDA SMITH	
Approved	08/24/23	JAMES DELAPP	Auto approved by: 910518244
Approved	08/24/23	CHERI BOUCHER	Auto approved by: 910518244
Approved	08/24/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	09/14/23	DONALD ROSE	Auto approved by: 9105paij
Approved	09/14/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	09/14/23	JOHN PAINE	
Approved	09/14/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

HGACBuy (/)
THE SMART PURCHASING SOLUTION

Product Information

Product Description

22' Allstar 12 Passenger w/2-Wheelchair, E-450

Manufacturer

Starcraft Bus

Product Code

BT21ZCB

Contract

BT01-21 Buses - Shuttles, Transits, Trams, & Other Specialty Buses

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

$117,727.00

Price Unit

Each

Keyword(s)

Allstar

View Catalog (/media/hgacbuy/catalogs/BT01-21/Creative-Bus-Sales.zi

Vendors Offering This Product

Creative Bus Sales, Inc. - BT01-21

Jason Roy
jasonr@creativebussales.com (mailto:jasonr@creativebussales.com)
Phone: 469-333-8909 x 660
Fax: 469-333-8918

Contact HGACBuy

Cristal Williams
Cristal.Williams@h-gac.com (mailto:Cristal.Williams@h-gac.com)
Phone: 832-681-2632
Fax: 713-993-4548

Return to Products & Services (/products-and-services)

View This Contract (/products-and-services/view-contract?contractid=115

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

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached contract between the City of Mobile and JAGET, Inc. (DBA Wetland Resources Environmental Consulting) is for invasive exotic species control of the two parcels identified in Exhibit 2 of the contract, approximately 75-acres. These parcels include Arlington Park and the north portion of the Brookley by the Bay Park that is under conversation easement with an existing habitat management plan. Services include systematically examining for the presence of non-native plant species and applying appropriate means to eliminate or control them. Eliminating and control methods include hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application. These services are provided for a contract sum of $22,500.00.

Amount of Contract:

$22,500

Effective Date of Contract:

9/19/2023

Funding Source

Project # Invasive Species Control from Arlington to Brookley By the Bay 2023-2045-11 **Discretionary Funds** N/A

Project String C0660 **Contract Number:**4633

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	9/13/2023
Resolution	Resolution Letter	9/13/2023
Contract	Backup Material	9/13/2023

Capital Sheet Backup Material 9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	9/13/2023 - 4:23 PM
Capital	Rhodes, Brenda	Approved	9/14/2023 - 12:46 PM
Legal	Kern, Chris	Approved	9/14/2023 - 1:38 PM
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:27 PM

September 13, 2023

Dear Councilmembers:

The attached contract between the City of Mobile and JAGET, Inc. (DBA Wetland Resources Environmental Consulting) is for invasive exotic species control of the two parcels identified in Exhibit 2 of the contract, approximately 75-acres. These parcels include Arlington Park and the north portion of the Brookley by the Bay Park that is under conversation easement with an existing habitat management plan. Services include systematically examining for the presence of non-native plant species and applying appropriate means to eliminate or control them. Eliminating and control methods include hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application. These services are provided for a contract sum of $22,500.00.

We look forward to continued communication on this important project. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

2023

RESOLUTION

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, a contract, by and between the City of Mobile and JAGET, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	JAGET, Inc.
Project Name:	Invasive Species Control from Arlington to Brookley by the Bay
Project Number:	2023-2045-11
Amount:	$22,500.00

_____

City Clerk

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____,

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: JAGET, Inc., DBA Wetland Resources Environmental
11100 Lawrence Road Ext.
Fairhope, AL 36532

For the following Project: Invasive Exotic Plant Control from Arlington Park to Brookley by the Bay

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of invasive exotic plant control for the two parcels identified in Exhibit 2, approximately 75-acres, for a contract sum of **Twenty-two Thousand Five Hundred and 00/100 Dollars.**

1.2 The Consultant's services shall be provided for a lump sum of **Twenty-two Thousand Five Hundred and 00/100 Dollars.**

1.3 The Consultant's services shall be as stated in the attached Proposals for **Invasive Exotic Plant Control, Wetlands Preservation Lands, North Parcel** and **Invasive Exotic Plant Control, Arlington Park,** as accepted by the City of Mobile, and dated July 3, 2023. Consultant shall provide invoice at completion.

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.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is Jennifer Greene, Director of Programs and Project Management or the Director's designated representative.

2.2 CONSULTANT IN CHARGE

Individual:	Gena Todia
Firm Name:	JAGET, Inc.
Address:	11100 Lawrence Road Ext.
	Fairhope, AL 36532
Phone:	251-928-6157

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall deliver the Work complete in a Hard Copy Format and Electronic Format Copy, within **Twenty-one (21) business days** from completion of services.

3.2 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.

3.3 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 Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.4 Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.5 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

3.6 Payment will be made to the Consultant upon completion of the Work, as specified in the Proposal.

4.0 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 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.

6.0 CONTRACT DOCUMENTS

6.1 The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated July 3, 2023 – 2 Pages
2. This Instrument (Agreement) – 7 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

6.2 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 Mobile, Alabama.

7.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

8.0 BREACH OF CONTRACT

In the event of any breach or apparent breach by CONSULTANT of any of its obligations under the terms of this agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Consultant 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 attorney's fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

9.0 ANTI-DISCRIMINATION

Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

10.0 TERMINATION OF CONTRACT

The City or CONSULTANT may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the CONSULTANT on this form. Notice to the City shall be addressed to the City address provided on this form. The City shall not be liable for payment to the CONSULTANT for lost profit or damages as the result of its termination of this contract.

11.0 SEVERABILTY CLAUSE

In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceableability shall not affect any other provisions of the 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 the agreement so as to effect the original intent of the parties as closely as possible so the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

12.0 ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of the right or remedy.

13.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONSULTANT's choosing in the review of the agreement, that he, or she, has been advised by the City to do so, that CONSULTANT is fully aware of the contents of the agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for the agreement and the CONSULTANT enters into the agreement freely, without duress or coercion, and based on the CONSULTANT's own judgement and wishes and not in reliance upan any representation or promise made by the City, other that those contained herein. The CONSULTANT further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of the agreement.

14.0 NO THIRD-PARTY BENEFIT

CONSULTANT and the City enter the agreement for their mutual benefit and not for the benefit of any third parties.

15.0 IMMIGRATION LAW

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.

16.0 MISCELLANEOUS:

16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

16.2 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

16.3 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the 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 manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

16.4 The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

16.5 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

16.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Jennifer Greene Director of Programs and Project Management
City of Mobile 2nd Floor
Post Office Box 1827
Mobile, AL 36633-1827

Consultant:
JAGET, Inc. d/b/a Wetland Resources Environmental Consulting
11100 Lawrence Road Ext.
Fairhope, AL 36532

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with 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	**CONSULTANT: JAGET, Inc.**
Signature	Signature Lagena Todia
William S. Stimpson, Mayor	President

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 LAGENA TODIA as PRESIDENT of WETLAND RES. 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 .
Sworn to and subscribed for me this 21ST day of AUGUST, 2023.

LAUREL B. FLEMING NOTARY PUBLIC MACON COUNTY, N.C. MY COMMISSION EXPIRES 11/22/27

Laurel B Fleming
NOTARY PUBLIC

My Commission Expires: 11/22/27

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than: Bodily Injury by Accident $1,000,000 each accident Bodily Injury by Disease $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

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).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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.

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.

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 10days for non-payment) prior written notice thereof to the City of Mobile.

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.

The following language shall be required on the Certificate of Insurance:
City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Profession Liability, which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all parties. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Exhibit 2: Project Location

July 3, 2023

Lance C. Slater, Project Manager
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Wetland Resources
ENVIRONMENTAL CONSULTING

Subject: Invasive Exotic Plant Control
Wetlands Preservation Lands, North Parcel

Dear Mr. Slater:

As requested, Wetland Resources is offering a proposal to provide professional services to the city of Mobile related to the 25.41-acre wetlands preservation lands, north parcel. There is a need to control invasive exotic plant species on these lands; therefore, the following services are proposed:

- Provide professional supervision and a labor crew of five workers to use various methods to remove, kill, and control invasive species that occur on park lands.
- This property will be systematically examined for the presence of non-native plant species and appropriate means will be used to eliminate or control them, including hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application.
- Chinese tallow trees and any other non-native tree species that are visible to the public will be cut down with a chainsaw and left on site for city workers to cut up and remove. Cut stumps will be treated with an appropriate herbicide formulation to prevent resprouting.
- Wetland Resources will provide all chemicals, tools, materials, and equipment needed to achieve this work.

It is estimated that the work can be achieved in approximately five days at an estimated cost of $15,000.00.

I appreciate the opportunity to work with the city on these important conservation and management efforts. If you have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

Gena Todia

Tel (251) 928-6157 • **Cell** (251) 402-6055 • **Mail** P.O. Box 2694 • Daphne, AL 36526

July 3, 2023

Lance C. Slater, Project Manager
City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Wetland Resources
ENVIRONMENTAL CONSULTING

Subject: Invasive Exotic Plant Control
Arlington Park

Dear Mr. Slater:

As requested, Wetland Resources is offering a proposal to provide professional services to the city of Mobile related to the approximately 49-acre Arlington Park. There is a need to control invasive exotic plant species on park lands; therefore, the following services are proposed:

- Provide professional supervision and a labor crew of five workers to use various methods to remove, kill, and control invasive species that occur on park lands.
- Park grounds will be systematically examined for the presence of non-native plant species and appropriate means will be used to eliminate or control them, including hand-pulling, foliar and cut-stump herbicide application, and basal bark and hack-and-squirt herbicide application.
- Chinese tallow trees and any other non-native tree species that are visible to the public will be cut down with a chainsaw and left on site for city workers to cut up and remove. Cut stumps will be treated with an appropriate herbicide formulation to prevent resprouting.
- Wetland Resources will provide all chemicals, tools, materials, and equipment needed to achieve this work.

It is estimated that the work can be achieved in approximately three days at an estimated cost of $7,500.00.

I appreciate the opportunity to work with the city on these important conservation and management efforts. If you have any questions or would like to discuss, please do not hesitate to contact me.

Sincerely,

Gena Todia

Tel (251) 928-6157 • **Cell** (251) 402-6055 • **Mail** P.O. Box 2694 • Daphne, AL 36526

JAGEINC-01 BWINTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2023

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	CONTACT NAME: Barbara Winton
Thomas, Harrison & Assoc Insurance Agency, Inc. PO Box 507 Montrose, AL 36559	PHONE (A/C, No, Ext): (251) 621-2180 FAX (A/C, No): E-MAIL ADDRESS: barbara@thomas-harrison.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AUTO-OWNERS INSURANCE	18988
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Jaget, Inc.
11100 Lawrence Rd Ext.
Fairhope, AL 36532

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			38225321	4/11/2023	4/11/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	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	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Mobile
205 Government Street
2nd Floor - South Tower
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

Maria A. Davison

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55091 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **EXTENDED WATERCRAFT LIABILITY**
SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended. Exclusion **g.(2)** is deleted and is replaced by the following exclusion.
(2) A watercraft you do not own that is:
(a) Less than 50 feet long; and
(b) Not being used to carry persons or property for a charge;

2. **HIRED AUTO AND NON-OWNED AUTO LIABILITY**
Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage
We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":
a. You do not own;
b. Which is not registered in your name; or
c. Which is not leased or rented to you for more than ninety consecutive days
and which is used in your business.

Exclusions
With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES**, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.
This coverage does not apply to:
a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
c. **(1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
(a) That are, or are contained in any property that is:
1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
2) Otherwise in the course of transit by you or on your behalf; or
3) Being disposed of, stored, treated or processed into or upon the "auto";
(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.
Paragraph **c.(1)(a)** does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

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Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:
- **(a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- **(b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
- **(1)** War, including undeclared or civil war;
- **(2)** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- **(3)** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- **(1)** Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
- **(2)** That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:
- **(1)** Property owned or being transported by, or rented or loaned to any insured; or
- **(2)** Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. **(1)** "Bodily injury" to:
- **(a)** An "employee" of the insured arising out of and in the course of employment by the insured; or
- **(b)** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.

(2) This exclusion applies:
- **(a)** Whether the insured may be liable as an employer or in any other capacity; and
- **(b)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) This exclusion does not apply to:
- **(a)** Liability assumed by the insured under an "insured contract".
- **(b)** "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

a. Each of the following is an insured with respect to this coverage.
- **(1)** You.
- **(2)** Your partners if you are designated in the Declarations as a partnership or a joint venture.
- **(3)** Your members if you are designated in the Declarations as a limited liability company.
- **(4)** Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
- **(5)** Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

b. None of the following is an insured:
- **(1)** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
- **(2)** Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(a) Such person; or
(b) Any partner or "executive officer" of yours or a member of his or her household; or
(c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

(3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

(4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

(5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions
The following definition applies to only this coverage.
"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance
With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.
SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
(1) Insureds;
(2) Claims made or "suits" brought; or
(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS
SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph **1.d.** is amended.
The amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT
If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.
Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS**, **14.** "Personal and advertising injury" is deleted and replaced by the following definition.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
a. False arrest, detention or imprisonment;
b. Malicious prosecution;
c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement";

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended. The following condition is added.

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

a. SECTION I - COVERAGES, **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended.

(1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU**, **b.** Limits of Insurance.

(2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or temporarily occupied by you with permission of the owner.

(a) "Property damage" to:

1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(b) "Property damage" caused by or resulting from any of the following:

1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

2) Cracking, settling, expansion or shrinking;

3) Smoke or smog;

4) Birds, insects, rodents or other animals;

5) Wear and tear;

6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

a) You make a reasonable effort to maintain heat in the building or structure; or

b) You drain the equipment and shut off the water supply if the heat is not maintained.

(c) "Property damage" caused directly or indirectly by any of the following:

1) Water that backs up from a drain or sewer;

2) Mud flow or mudslide;

3) Volcanic eruption, explosion or effusion;

4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or

6) Water under the ground surface pressing on, or seeping or flowing through:

a) Walls, foundations, floors or paved surfaces;

b) Basements, whether paved or not; or
c) Doors, windows or other openings.

(d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

b. Limits of Insurance
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.** is deleted and replaced by the following Paragraph.

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, **4. Other Insurance**, Paragraph **b.** is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT

a. (1) SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
(a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.

(2) This provision applies only with respect to liability for:
(a) "Bodily injury";
(b) "Property damage"; or
(c) "Personal and advertising injury"
caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

a. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization with whom you have agreed:
(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured
but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

b. This provision is subject to the following additional exclusions.
(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following provision is added to **SECTION III - LIMITS OF INSURANCE**.
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS
SECTION II - WHO IS AN INSURED is amended. Paragraph **3.** is deleted and replaced by the following provision.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

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.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

Nationwide®
is on your side

RANDY JONES & ASSOC INC
8600 US HIGHWAY 431
ALBERTVILLE, AL 35950-0153
1.2568783271

Auto Policy Binder

Lienholder (Leased Vehicle, Certificate of Insurance, Additional Interest Employer)

JAY C TODIA
11100 LAWRENCE ROAD EXT
FAIRHOPE, AL 36532-4942

Policy Number: 7701J 004036
Policy Holder: JAY C TODIA

Policy Effective Date: 08/22/2023
Policy Expiration Date: 02/12/2024

The undersigned company agrees to extend the following coverages as respects the described automobile for a period of 30 days from the effective date indicated, pending the issuance of an automobile insurance policy. This extension of insurance shall be in accordance with the terms of the company's auto insurance policies and manual of rates and classifications applicable in the state on the effective date of this agreement. This agreement may be canceled by the company by mailing written notice to the policyholder stating when in accordance with any statutes or policy terms such cancellation shall be effective.

Nationwide Mutual Insurance Company

	Vehicle 2 2020 TOYO TUNDRA CR 5TFDY5F12LX873803
Damage To Your Auto	
Other Than Collision(Comprehensive)	500 Deductible
Collision	500 Deductible
Property Damage	100,000
Bodily Injury	300/300
Medical Payments	1,000
Uninsured Motorists Bodily Injury	300/300
Rental Reimbursement	30/900
Custom Equipment	3,000
GAP Coverage	Not Applicable
New Car Replacement Plus	Not Applicable
Policy Coverages	
Identity Theft	Not Chosen
Accident Forgiveness Feature	Included
Minor Violation Forgiveness Feature	Included
Vanishing Deductible Feature	Not Chosen
Total Loss Deductible Waiver Feature	Not Chosen
Roadside Assistance	BASIC

Additional Insured Organization
City Of Mobile
205 Government Street
2nd Floor South Tower
Mobile, AL 36602-0001

Additional Insured Organization
ALABAMA STATE PORT AUTHORITY
PO BOX 1588
MOBILE, AL 36633-1588

RANDY JONES & ASSOC INC
8600 US HIGHWAY 431
ALBERTVILLE, AL 35950-0153

Date: 08/22/2023

For questions about your policy, call your Nationwide Agent,
RANDY JONES & ASSOC INC at
1.2568783271

Nationwide®
is on your side

Your Revised Policy

Your bill is sent separately.
Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Mr. Jay C Todia
11100 Lawrence Road
Ext
Fairhope, AL
36532-4942

1115700207801 8

What's enclosed

- ✓ **Declarations** - These pages show **your coverages** under this policy. Carefully review these details and see **How to Contact Us** below if you have questions or want to make changes.
- ✓ **Insurance Documents** - Please keep these documents for future reference.

How to Contact Us

Your Nationwide Agent	**Randy Jones & Assoc Inc 1.256.878.3271**
Customer Service	**1.256.878.3271**
Internet	**Nationwide.com**
24-Hour Claims Reporting	**1.800.421.3535**
Hearing Impaired (TTY)	**1.800.622.2421**

A 2001 07 16

Nationwide®
is on your side

Important Reminders from Nationwide

Nationwide®
is on your side

Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Policyholder (Named Insured):
Mr. Jay C Todia
11100 Lawrence Road
Ext
Fairhope, AL
36532-4942

Keep these Declarations for your records.

1115700207802S

General Policy Information

Issued: August 23, 2023
These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Period: August 22, 2023 - February 12, 2024 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

IMPORTANT MESSAGES:

The state of Alabama requires the following language to appear on these Declarations: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

Changes Made to Your Policy

Effective August 22, 2023
2020 TOYO TUNDRA CR
Added Additional Interest
2015 TOYO 4 RUNNER
Added Additional Interest

Premium Summary and Other Charges

2020 Toyota Tundra Cr	$	586.38
2015 Toyota 4 Runner	$	348.63
Total For Policy Coverages	$	11.00
Total Policy Premium	**$**	**946.01**

Continued on the next page

Nationwide® is on your side

Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

For coverage definitions and descriptions, visit Nationwide.com

How You Saved on this Policy with Nationwide

- Multi Car
- Accident Free
- Paid IN Full
- New Vehicle
- Affinity
- Passive Restraint
- Home & Car

Thank you for being a long-term customer.

Rated Driver(s)

Name	Date of Birth	Marital Status
Jay C Todia	08/11/70	Married
Lagena C Todia	10/22/62	Married

Insured Vehicle(s) and Schedule of Coverages

2020 Toyo Tundra Cr

VIN 5TFDY5F12LX873803

Coverages	Limits of Liability	Premium
Bodily Injury Liability	$ 300,000 Each Person $ 300,000 Each Occurrence	$ 196.74
Property Damage Liability	$ 100,000 Each Occurrence	$ 63.35
Medical Payments	$ 1,000 Each Person	$ 2.93
Uninsured Motorists Bodily Injury	$ 300,000 Each Person $ 300,000 Each Occurrence See Endorsement	$ 91.37
Damage To Your Auto Other Than Collision (Comprehensive)	Actual Cash Value Less $ 500	$ 45.20
Collision	Actual Cash Value Less $ 500	$ 167.79
Custom Equipment	$ 3,000	Included
Rental Reimbursement	$ 30 Per Day $ 900 Per Accident See Endorsement	$ 19.00
Loyalty Rewards Pet Injury Collision Coverage Car Key Replacement Coverage	See Endorsement	Included
Loss Payee - Carmax Business Services, LLC	Lien Expires On Mar 26, 2028	
Additional Insured	Alabama State Port Authority	
Additional Insured	City Of Mobile	
Additional Insured	South Alabama Land Trust See Endorsement	
	Total for this Vehicle	$ 586.38

Continued on the next page

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Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Insured Vehicle(s) and Schedule of Coverages (continued)

2015 Toyo 4 Runner

VIN JTEBU5JR0F5233312

Coverages	Limits of Liability	Premium
Bodily Injury Liability	$ 300,000 Each Person $ 300,000 Each Occurrence	$ 68.82
Property Damage Liability	$ 100,000 Each Occurrence	$ 45.57
Medical Payments	$ 1,000 Each Person	$ 2.95
Uninsured Motorists Bodily Injury	$ 300,000 Each Person $ 300,000 Each Occurrence See Endorsement	$ 64.09
Damage To Your Auto Other Than Collision (Comprehensive)	Actual Cash Value Less $ 500	$ 39.38
Collision	Actual Cash Value Less $ 500	$ 108.82
Custom Equipment	$ 3,000	Included
Rental Reimbursement	$ 30 Per Day $ 900 Per Accident See Endorsement	$ 19.00
Loyalty Rewards Pet Injury Collision Coverage Car Key Replacement Coverage	See Endorsement	Included
Garaged At - 11100 Lawrence Road Ext	Fairhope, AL 36532-4942	
Additional Insured Additional Insured Additional Insured	Alabama State Port Authority City Of Mobile South Alabama Land Trust See Endorsement	
	Total for this Vehicle	$ 348.63

1115700207803 2

Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Roadside Assistance Basic	Disablement Up To 15 Miles $100 Lockout See Endorsement	$ 11.00
Accident Forgiveness Feature Currently Eligible To Use		Included
Minor Violation Forgiveness Feature Currently Eligible To Use		Included
	Total for Policy Coverages	$ 11.00

Continued on the next page

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Your Policy Declarations

Nationwide Auto Policy
Policy Period: Aug 22, 2023 - Feb 12, 2024
Policy Number: **7701J 004036**

Policy Form and Endorsements

A 4500 07 16	Your Nationwide Auto Policy
A 4568 07 16	Roadside Assistance Coverage
A 4574 07 16	Rental Reimbursement/Transportation Expenses - Rental Days Plus
A 4579 07 16	Loyalty Rewards
A 4624 07 16	Additional Insured
A 5001 07 16	Special Provisions - Alabama
A 5101 01 23	Uninsured Motorists Coverage - Alabama
G 3014 01 23	Mutual Policy Conditions

For Office Use Only:
07/24/23 $ 0.00 Terr: 007

Issued By: Nationwide Mutual Insurance Company

How to Contact Us

Your Nationwide Agent	**Randy Jones & Assoc Inc 1.256.878.3271**
Customer Service	**1.256.878.3271**
Internet	**Nationwide.com**
24-Hour Claims Reporting	**1.800.421.3535**
Hearing Impaired (TTY)	**1.800.622.2421**

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Invasive Species Control from Arlington to Brookley by the Bay

CAPITAL PROJECT # C0660 **DATE OF RECEIPT** 9/13/2023

DEPT. PROJECT # 2023-2045-11

PROJECT DESCRIPTION Invasive exotic plant control for appro. 75-acres

CONTRACT AMOUNT $ 22,500.00

VENDOR NAME JAGET Inc. DBA Wetland Resources

VENDOR NUMBER 296915

DEPT # 2045 **DEPT NAME** Programs and Project Management

CONTRACT ADMINISTRATOR Jennifer Greene

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: LANCE SLATER **Date** 9/13/2023

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To renovation restrooms at the Arthur R. Outlaw Convention Center

Amount of Contract:

$554,000.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Upper & Lower Restroom Renovations CN-021-23	**Discretionary Funds**
Project String C0805 Conv Ctr-Bathroom Upgrades (20002000-48010)	**Contract Number:**4628
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-021-23 Arthur R. Outlaw Convention Center - Upper & Lower Restroom Renovations	Cover Memo	9/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	9/13/2023 - 5:28 PM
Capital	Rhodes, Brenda	Approved	9/14/2023 - 8:57 AM
Legal	Kern, Chris	Approved	9/14/2023 - 10:30 AM

Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:24 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 – UPPER & LOWER RESTROOM RENOVATIONS
Project Number:	CN-021-23
Amount:	$554,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CONV CTR-BATHROOM UPGRADES

CAPITAL PROJECT #: C0805 (20002000-48010)

CONTRACT AMOUNT: $554,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-021-23

PROJECT DESCRIPTION: TO PERFORM RENOVATIONS AT THE UPPER & LOWER RESTROOMS AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 S 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% ___ 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:** 9/05/2023

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 Highway 43 South, Suite F-111
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)

Arthur R. Outlaw Convention Center - Upper & Lower Restroom Renovations
1 South Water Street
Mobile, Alabama 36602
CN-021-23

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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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User Notes:

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 ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table deleted)

§ 3.3.3 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.

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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 Five Hundred Fifty-Four Thousand and 00/100 Dollars ($554,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$544,000.00
Contingency Allowance:	$ 10,000.00
Total Bid:	$554,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

(Table deleted)
Contingency Allowance: Ten Thousand and 00/100 Dollars ($10,000.00)

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 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)
1.		

§ 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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N/A

(Paragraphs deleted)
§ 5.1.7.3 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.

§ 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.

§ 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 CN-021-23 for Arthur R. Outlaw Convention Center - Upper& Lower Restroom 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:
(Name, address, email address, and other information)

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Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Jason Carter, President
Integrity Maintenance L.L.C.
410 Highway 43 South, Suite F-111
Saraland, Alabama 36571
Telephone: (251) 866-6317
Email: Integritym.17@gmail.com

§ 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.

.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
C.	Bodily Injury by Disease	$1,000,000 each policy

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.3 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

.4 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."

.5 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,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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.7 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.

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.

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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.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection

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with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year 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

.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
Sheet T	Drawings Index	May 26,2023
Sheet A 1.1	Overall Plan- Upper Concourse	May 26,2023
Sheet A 1.2	Overall Plan- Lower Concourse	May 26,2023
Sheet A 1.3	Upper Level Plans- Demolition	May 26,2023
Sheet A 1.4	Lower Level Plans – Demolition	May 26,2023
Sheet A 1.5	Upper Level Plans – New Work	May 26,2023
Sheet A 1.6	Lower Level Plans- New Work	May 26,2023
Sheet A 2.1	Interior Elevations	May 26,2023
Sheet A 2.2	Interior Elevations	May 26,2023
Sheet A 2.3	Interior Elevations	May 26,2023
Sheet A 3.1	Finish Schedule and Details	May 26,2023
Sheet P 1.0	Plumbing Schedules, Notes and Details	May 26,2023
Sheet P 2.0	Plumbing Demolition Plan	May 26,2023
Sheet P 3.0	Plumbing Plan	May 26,2023
Sheet M1.0	HVAC Plan	May 26,2023
Sheet E-1	Electrical Legend and Specifications	May 26,2023
Sheet E-2	Overall Upper Floor Plan Electrical Plan	May 26,2023
Sheet E-3	Overall Lower Floor Plan Electrical Plan	May 26,2023
Sheet E-4	Enlarged Demolition Electrical Plan	May 26,2023
Sheet E-5	Enlarged New Work Lighting Plan	May 26,2023
Sheet E-6	Enlarged New Work Power Plan	May 26,2023
Sheet E-7	Electrical Details and Schedules	May 26,2023

.4 Specifications

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Section	Title	Date
Section 012100	Allowances	June 21, 2023
Section 01010	Summary of Work	June 21, 2023
Section 01310	Project Management and Coordination	June 21, 2023
Section 01320	Construction Progress Documentation	June 21, 2023
Section 01635	Substitution Procedures	June 21, 2023
Section 01700	Execution Requirements	June 21, 2023
Section 01710	Close Out Procedures	June 21, 2023
Section 09260	Gypsum Wall Board Systems	June 21, 2023
Section 09912	Interior Painting	June 21, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	July 21, 2023
Addendum #2	July 27, 2023

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.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
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.)

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
	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-

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§ 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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 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.

City of Mobile

Legal Name of Party to Contract:
Contractor: Integrity Maintenance L.L.C.

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 _____
COUNTY OF _____

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as President of _____ and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this _____ day of _____, 20_____.

NOTARY PUBLIC
My Commission Expires: _____

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This Agreement entered into as of the day and year first written above.

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	Jason Carter, President
	(Printed name and title)
~~**OWNER** *(Signature)*~~	
(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 LLC 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 28th day of August, 2023.

Odetta Woods Stutts
NOTARY PUBLIC
My Commission Expires: March 2, 2026

ODETTA WOODS STUTTS NOTARY PUBLIC STATE OF ALABAMA

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User Notes:

Summary of Work

The project shall consist of, but not limited to, the following in both the men's and women's restrooms on the Upper and Lower Concourse of the Arthur R, Outlaw Convention Center: Demolition of existing lavatories, toilet partitions, light fixtures, and restroom equipment. Providing and installing new hard wall tile over existing wall tile, schulter cove trim at floor to wall transition, lavatories, restroom equipment, light fixtures, and restroom equipment. Installing new toilets and urinals. Existing ceiling to remain.

SECTION 00410

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: CN-021-23

PROJECT NAME: Arthur R. Outlaw Convention Center – Upper and Lower Concourse Restroom Renovation

PROJECT LOCATION: One 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 dated June 21, 2023; and all Addendum (a) Number(s) 1 & 2, dated 7/21/2023 & 7/27/2023, 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,

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. AL. GC# 54240

CITY OF MOBILE BUSINESS LICENSE NO. 114046

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [✓] (A Corporation)

[ ] (A Partnership)

[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and

regulations for the sum listed below. The initial term of the Contract shall extend for ninety (90) days from the date of the Notice to Proceed.

Base Bid:	$ 544,000.00
Contingency Allowance:	+ $10,000.00
Total Base Bid:	$ 554,000.00
	(Fill in here and in Total Bid below)

TOTAL BASE BID: five hundred fifty four thousand dollars and zero cents

Dollars, ($ 554,000.00)

(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern)

CONTINGENCY ALLOWANCE: $10,000 lump sum Allowance shall be included in the Total Allowance for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank 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: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

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: Jason Carter
(Signature of Company Officer)

COMPANY OFFICER: Jason Carter
(Printed or Typed)

TITLE President **DATE** August 1st, **2023**
(Printed or Typed)

Sworn to and subscribed before me this 1st day of August 2023

Odetta Woods Stutts
Notary Public

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00410
SALES TAX FORM C-3A

To: City of Mobile **Date:** 7/31/2023

Name of Project: ARTHUR R. OUTLAW CONVENTION CENTER – UPPER AND LOWER CONCOURSE RESTROOM RENOVATIONS

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:	$ 22,500.00

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 email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Integrity Maintenance L.L.C.
Address	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-021-23
Project Description	Convention Center Restroon 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: 7/31/2023

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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid #CN-021-23 Your Bid/Proposal Amount $ 544,000.00 Date: 7 / 31 / 2023

Description _____

Name of Bidder/Proposer: _____

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Integrity Maintenance L.L.C.	251-391-9073	Restroom Renovations	544,000.00	100	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Jason Carter/ 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	02/26/2019
Miscellaneous Filing Entry	New Entity Effective 02-21-2019 11:18
Transaction Date	10/21/2021
Agent Mailing Address Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Transaction Date	10/21/2021
Registered Agent Changed From	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

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

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): 08/16/2023

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
INSURED Intergrity Maintenance LLC 410 Hwy 43 S Ste F-111 Saraland AL 36571	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 :

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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ Included $
B	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) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	EZXS3116814	05/22/2023	05/22/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 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 E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# CN-021-23 Arthur R. Outlaw Convention Center Upper and Lower Concourse Restroom 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:9/26/2023

Submitted by:

James Roberts, Senior Director
Neighborhood Development Department

Sponsored by:

Mayor William S. Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Resolution to accept an increase in ADECA CDBG-DR project budget allocation by $805,288 due to a recalculation based on annexation	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	9/14/2023 - 11:27 AM
Mayors Office	Montgomery, Brandi	Approved	9/15/2023 - 9:42 AM

2023

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile receives grant funds from the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG Program is designed to develop viable communities by providing decent housing, a suitable living environment, and expanded economic opportunities; and

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) has been awarded Community Development Block Grant-Disaster Recovery (CDBG-DR) funds under the Disaster Relief Supplemental Appropriations Act of 2022 (Public Law 117-43); and

WHEREAS, ADECA has been directed by HUD to utilize the majority of their CDBG-DR funds in designated locations that have been identified as most impacted and distressed areas with regard to hurricanes Sally and Zeta in 2020; and

WHEREAS, the Administration of the City of Mobile requested ADECA review and possibly recalculate the amount of grant award based on the recent annexation of 19,789 residents that formerly resided in unincorporated Mobile County and are now City of Mobile residents;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City of Mobile accepts the determination by ADECA that it be awarded an increase in its project allocation by $805,288, updating the total award to $53,149,038 in CDBG-DR funds.

Adopted:

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:
Shaun Wilson, Archivist

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Authorize a grant application to the National Archives/National Historical Publications & Records Commission (NHPRC) in the amount of $75,000.00 for digitization of historical documents. There is a 25% local match requirement totaling $18,750.00, if awarded.

Funding Source

Project #	**Discretionary Funds**
Project String 10049999 94070	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $75,000.00	**Matching Funds** $18,750.00

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	9/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Threadgill, Randy	Approved	9/14/2023 - 12:40 PM
Legal	Kern, Chris	Approved	9/14/2023 - 2:06 PM
Legal	Kern, Chris	Approved	9/14/2023 - 2:07 PM
Mayors Office	Montgomery, Brandi	Approved	9/14/2023 - 3:23 PM

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National Archives/National Historical Publications & Records Commission (NHPRC) an Archival Projects Grant in the amount of $75,000.00 for digitization of historic documents.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National Archives/NHPRC. Any agreements for grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Council authorizes the expenditure of 25% matching funds in the amount of $18,750.00 in the event this grant is received.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Relya Mallory McMillian
Capital Projects Administrator

Sponsored by:

William S. Stimpson
Mayor

Purpose and Scope of Project:

To transfer $400,000.00 from Police Admin Fuel in the General Fund (Fund 1000) to City Hall Overhead Electrical $200,000.00 and Annexation Election $200,000.00.

Funding Source

Project # 10041530.45020 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
City Hall Overhead	Cover Memo	9/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	9/14/2023 - 9:27 AM
Budget	Sapp, Celia	Approved	9/15/2023 - 4:20 PM
Legal	Kern, Chris	Approved	9/15/2023 - 5:21 PM
Legal	Kern, Chris	Approved	9/15/2023 - 5:22 PM
Mayors Office	Montgomery, Brandi	Approved	9/15/2023 - 5:26 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 $400,000.00 in General Fund line items #10041530.45020 Police Admin Fuel (Fund 1000) be transferred to the following line items within City Hall Overhead:

Electrical	#10049000.46020	$200,000.00
Annexation Election	#10049000.49250	$200,000.00

ADOPTED:

_____

CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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) Grampa
2) Dad
3) Rachel Hartley
4) Norbert Nidon
5) Debbie Mariner – Concerned * Property values * w/traffic, noise, littering, zoning, what can become of on property
6) Brian Vailes
7) Sridhar Sanaka.

10 Joseph Stewart
11 Joseph Stewart II

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

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

na Nidon
04-210-9741
daughter)

L Property backs up to lot
L 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 a 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"
Palasaides Plaza
2258 Airport Boulevard
Mobile, AL 36618
Sheet SP
allen
reimer
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
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE , AL 36606

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE , AL 36695

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE , AL 36606

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE , AL 36691

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK , NY 11040

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE , AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M ROONEY
262 CRENSHAW ST
MOBILE , AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE , AL 36606

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

Scanned with CamScanner

City of Mobile • Planning & Zoning

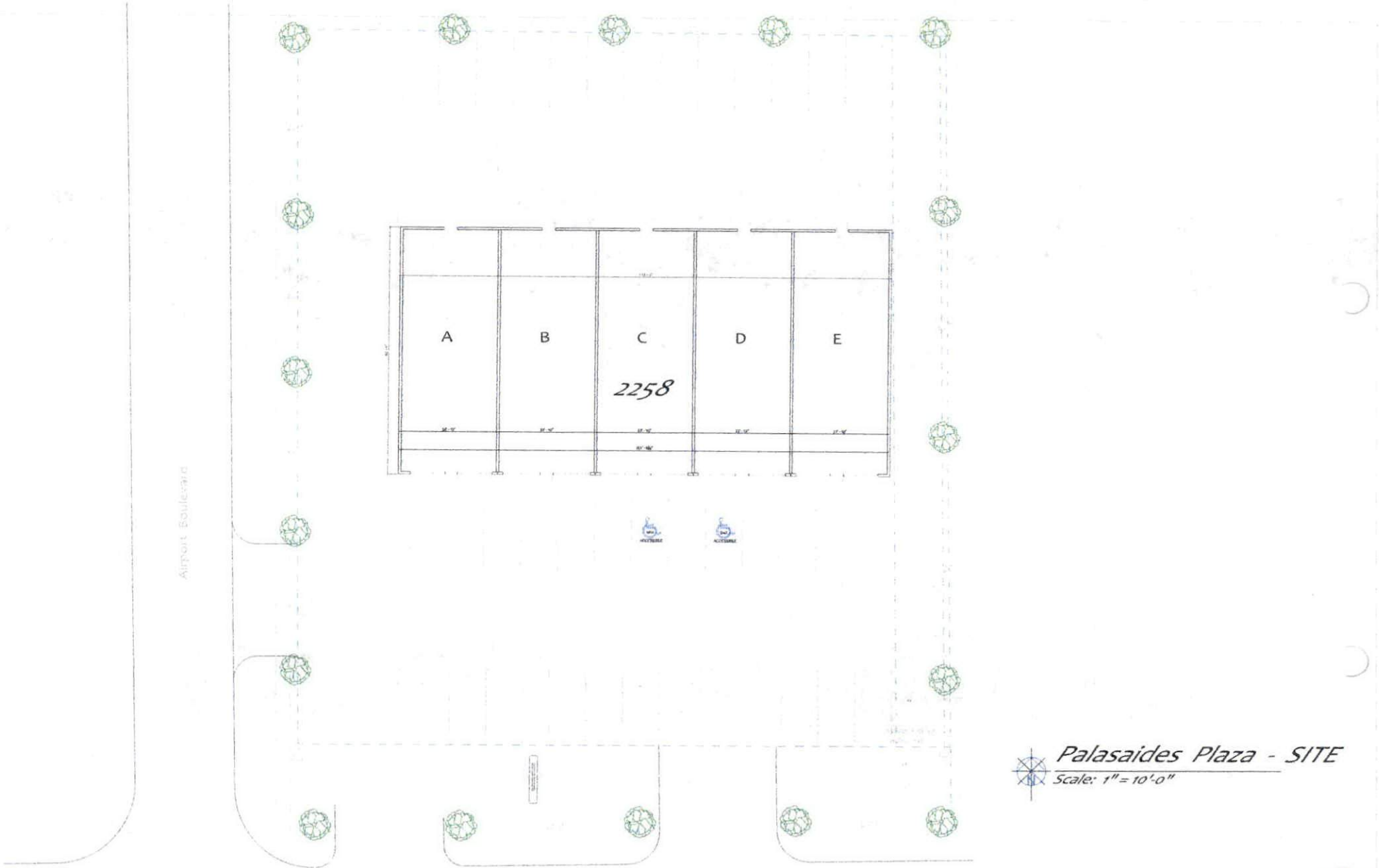
Owner's Letter of Authorization

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

Scanned with CamScanner



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

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 Kuncho	6/7/2023
Signature of Property Owner	Date

Scanned with CamScanner

KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 3660

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 3660

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

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

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

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

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC
15250 BROWN LOOP RD N
WILMER , AL 36587

SW HOLLAND PROPERTIES LLC
15250 BROWN LOOP RD N
WILMER , AL 36587

SW HOLLAND PROPERTIES LLC
15250 BROWN LOOP RD N
WILMER , AL 36587

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE , AL 36606

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE , AL 36606

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE , AL 36606

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE , AL 36606

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE , AL 36606

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE , AL 36695

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE , AL 36695

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE , AL 36695

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE , AL 36606

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE , AL 36606

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE , AL 36606

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE , AL 36691

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE , AL 36691

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE , AL 36691

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE , AL 36606

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE , AL 36606

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK , NY 11040

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK , NY 11040

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK , NY 11040

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE , AL 36606

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE , AL 36606

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE , AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M ROONEY
262 CRENSHAW ST
MOBILE , AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M ROONEY
262 CRENSHAW ST
MOBILE , AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M ROONEY
262 CRENSHAW ST
MOBILE , AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE , AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE , AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE , AL 36606

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

WUNDERLICH DAVID & ANASTASIA WUNDERLICH
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**

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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.

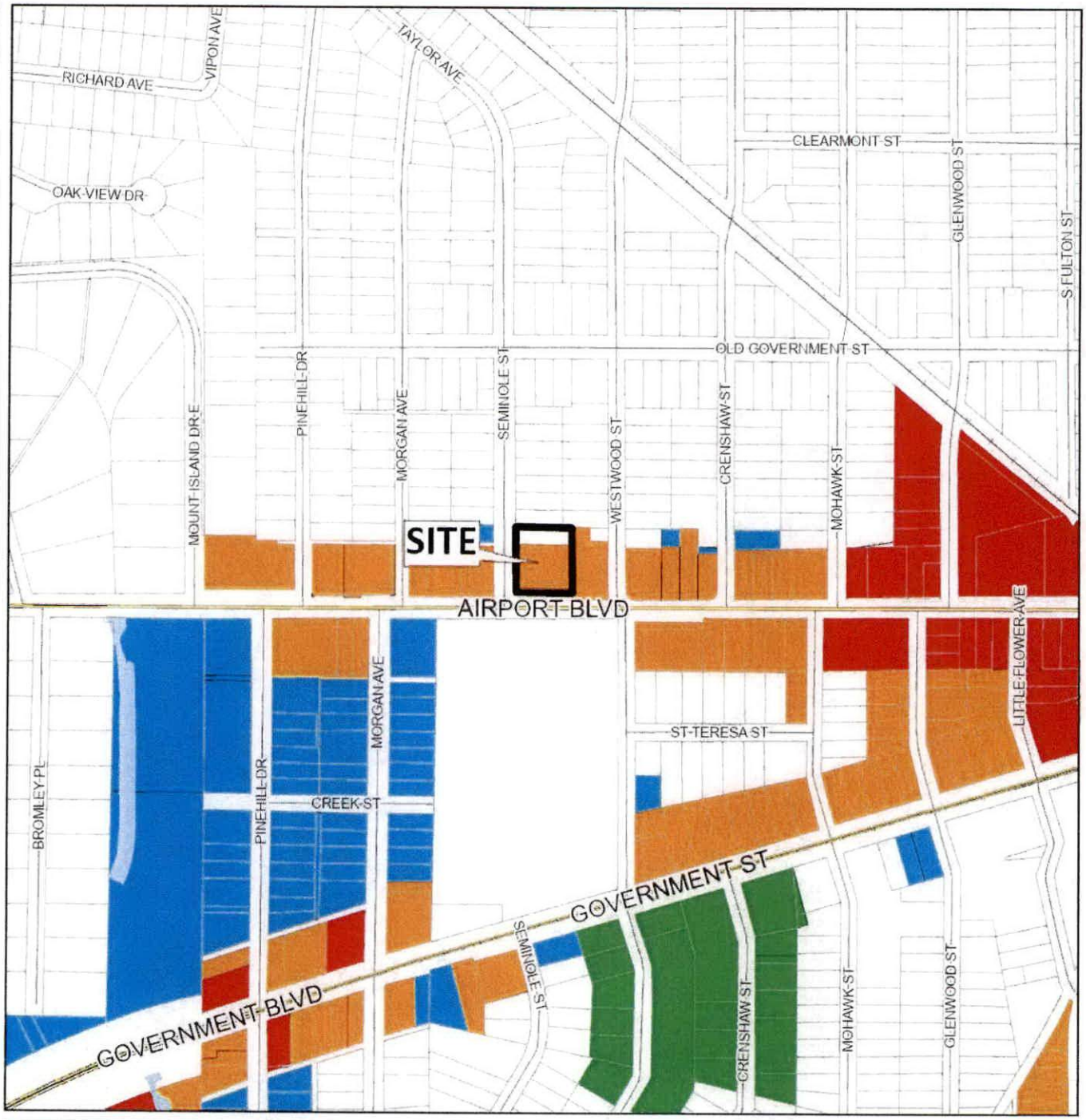
The applicant's responses to address the above criteria are available in the link on page one (1).

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

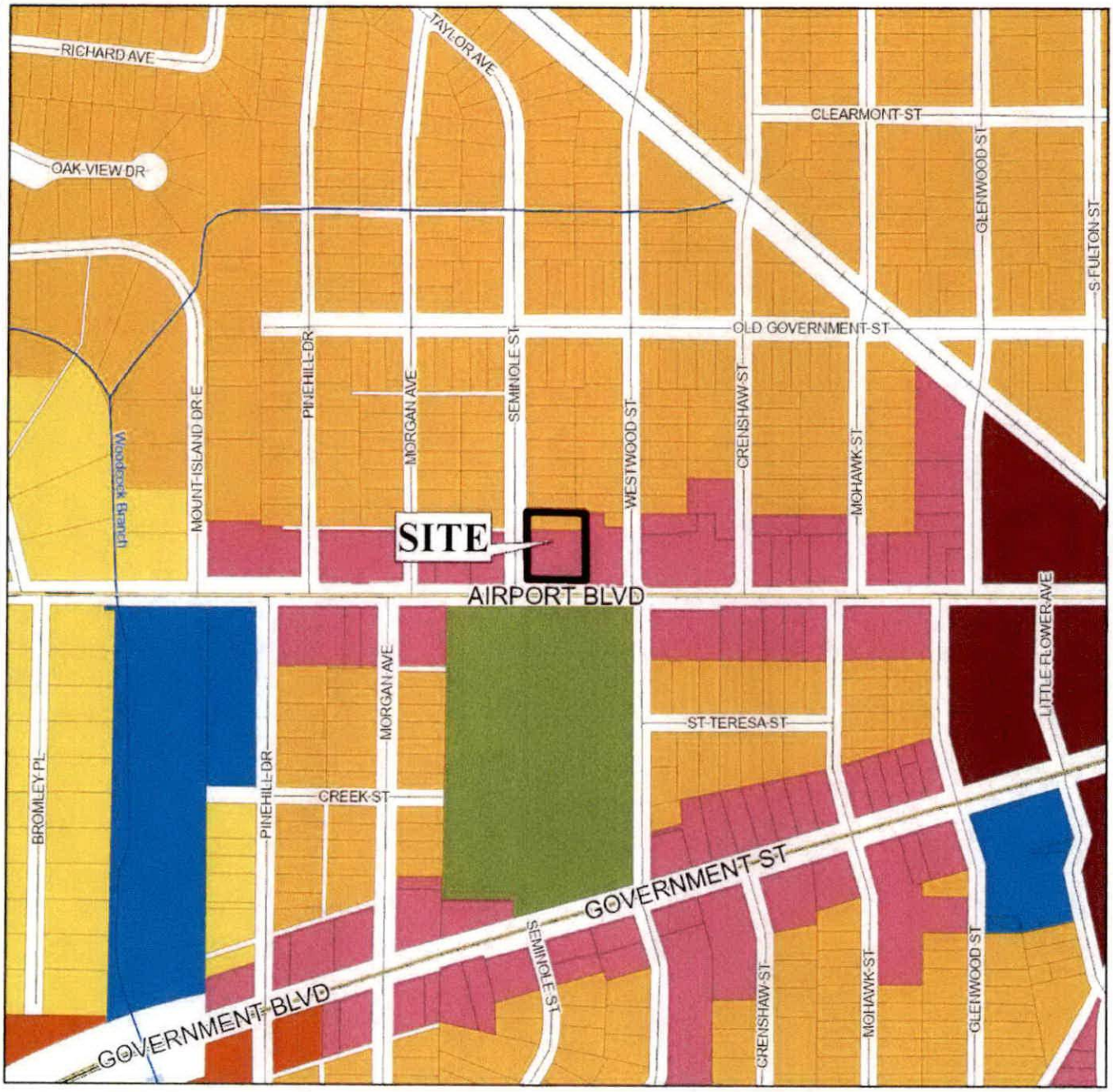
APPLICANT Paul Stewart, Stewart Surveying, Inc.

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:9/26/2023

Submitted by:

Gary Jackson, Deptuty Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/26/2023

Renewal Date of Contract:

9/26/2023

Funding Source

Project # 411 Marshall Street - ME-040-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 411 Marshall Street	Cover Memo	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/21/2023 - 9:55 AM

RESOLUTION

Sponsored by: Councilmember Williams - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **411 Marshall Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **411 Marshall Street** described as:

THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO WIT BEG AT PT ON W/L OF MARSHALL ST DIS OF 175.3 FT N OF NW INT OF GLENNON AVE & MARSHALL ST & WHICH PT IS MARKED BY OLD FENCE/L WHICH PT IS NE COR OF THE PPTY NOW OR FORMERLY OF REBECCA F MITCHELL AS EST BY A BDRY/L AGREEMENT BY & BET CLARA EARLEY LEE & HUSBAND & REBECCA F MITCHELL & HUSBAND DTD 7/3/45 DBK 378 NS P 543 & FROM SD POB RUN NLY ALG W/L OF MARSHALL ST DIS OF 92.7 FT WHICH PT IS THE NE COR OF PPTY CONVEYED TO CLARA EARLEY LEE BY CHARLOTTE MITCHELL 12/9/16 DBK 171 NS P 255 RUN TH WLY PAR WITH N/L OF GLENNON AVE OR NLY SD DIS OF 107 FT TO PT ON E/L OF TERRILL SUB OF THE KEARNEY TRT RUN TH SLY ALG THE KEARNEY TRT DIS OF 92.7 FT TO PT IN THE AFOREMENTIONED OLD FENCE/L TH ELY DIS OF 107 FT TO PT ON W/L OF MARSHALL ST TO POB BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 10 37 0 006 017

Last Assessed to: BRENDA KENNEDY

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 19, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 26, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **411 MARSHALL STREET** OWNED BY OR MAY HAVE AN INTEREST: **BRENDA KENNEDY,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 37 0 006 017

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

(407 Marshall ST)
Re-Photos

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

411 MARSHALL ST

Property Details

PARCEL KEYX	**00741451**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**N**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	**Y**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**Y**
HISTORIC CONTRIBUTING STRUCTURE	**N**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**N**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**Y**
SURVEY DATE	**2022-04-11**	COMMENTS	

Property Score

SCORE	**62**	SCORE DISCRIPTION	**Demo**

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 6-27-22

Voted for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 08/02/2023

Property Address: 411 Marshall Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Brenda J Kennedy
2070 Hazel Hedge Lane
Montgomery, Alabama 36106-1529

August 2, 2023

RE: **411 Marshall Street**
Project Number: ME-040-23

Dear Brenda J Kennedy:

On June 23, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 411 Marshall Street.

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

THAT CERTAIN LOT OF LAND BDED BY LINE DESC AS FOLL TO WIT BEG AT PT ON W/L OF MARSHALL ST DIS OF 175.3 FT N OF NW INT OF GLENNON AVE & MARSHALL ST & WHICH PT IS MARKED BY OLD FENCE/L WHICH PT IS NE COR OF THE PPTY NOW OR FORMERLY OF REBECCA F MITCHELL AS EST BY A BDRY/L AGREEMENT BY & BET CLARA EARLEY LEE & HUSBAND & REBECCA F MITCHELL & HUSBAND DTD 7/3/45 DBK 378 NS P 543 & FROM SD POB RUN NLY ALG W/L OF MARSHALL ST DIS OF 92.7 FT WHICH PT IS THE NE COR OF PPTY CONVEYED TO CLARA EARLEY LEE BY CHARLOTTE MITCHELL 12/9/16 DBK 171 NS P 255 RUN TH WLY PAR WITH N/L OF GLENNON AVE OR NLY SD DIS OF 107 FT TO PT ON E/L OF TERRILL SUB OF THE KEARNEY TRT RUN TH SLY ALG THE KEARNEY TRT DIS OF 92.7 FT TO PT IN THE AFOREMENTIONED OLD FENCE/L TH ELY DIS OF 107 FT TO PT ON W/L OF MARSHALL ST TO POB BEING PT GRT SEC 40 T4S R1W #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel Number: 29 10 37 0 006 017

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **September 16, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 16, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 16, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 16, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 26, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **411 MARSHALL STREET** **PHOTOS AGENDA / DW**

2023/09/18

NUISANCE ABATEMENT **411 MARSHALL STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **411 MARSHALL STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **411 MARSHALL STREET** **PHOTOS AGENDA / DW**

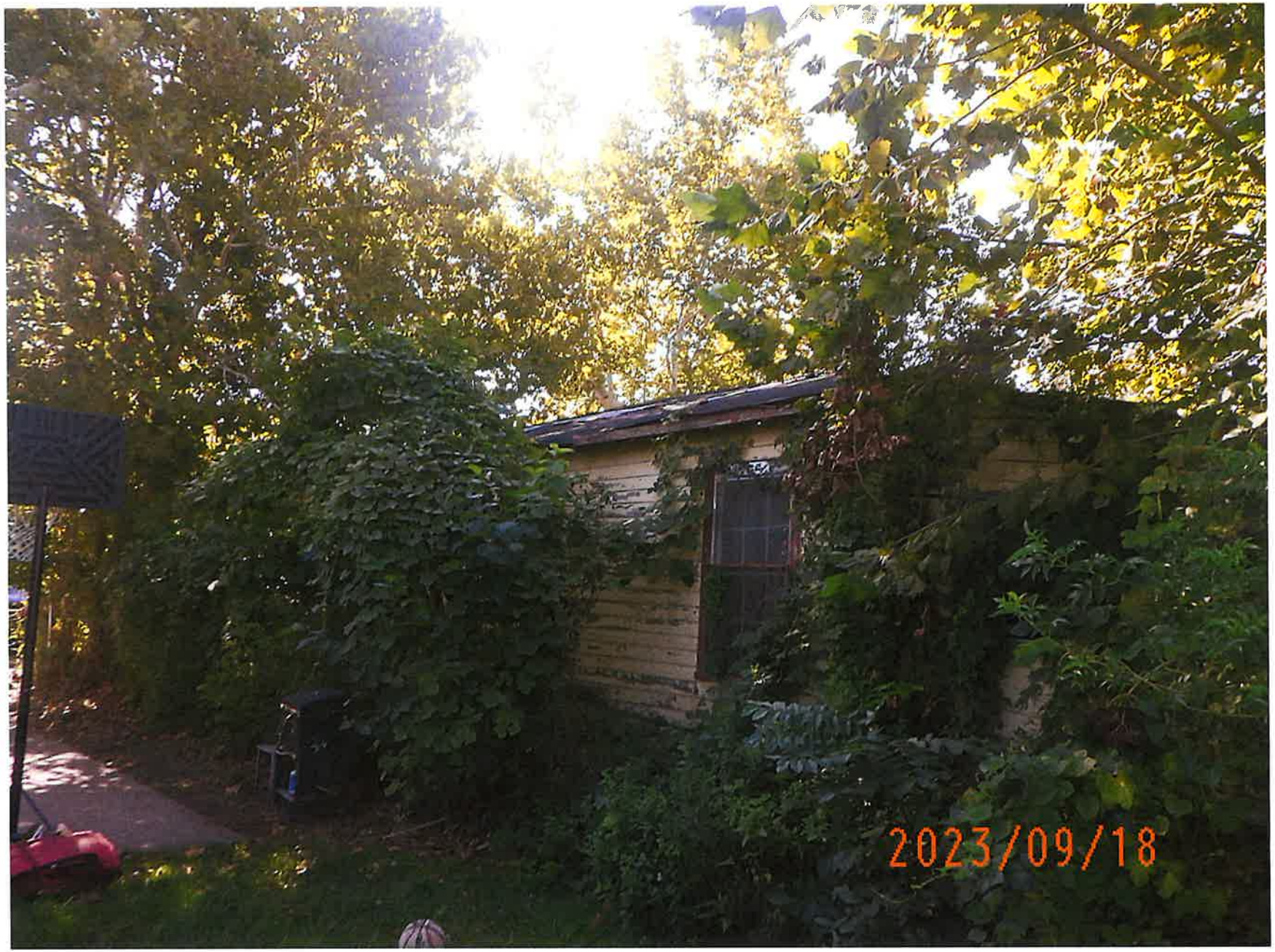
2023/09/18

NUISANCE ABATEMENT **411 MARSHALL STREET** **PHOTOS AGENDA / DW**

2023/09/18

2023/09/18

2023/09/18


2023/09/18

2023/09/18

NUISANCE ABATEMENT **411 MARSHALL STREET** **PHOTOS AGENDA / DW**

2023/09/18

Affidavit of Mailed Notice

Date: September 26, 2023

State of Alabama
County of Mobile

Subject Property –411 Marshall Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 411 Marshall Street Date: May 24, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: May 20, 2023

Per the Title Report, the owner is: Brenda J. Kennedy

NOTE: There are 3 buildings on this parcel which have the addresses of 407,409, and 411. Per David Daughenbaugh the building number is 411 that is the nuisance abatement.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Brenda J. Kennedy 2070 Hazel Hedge Ln Montgomery AL 36106-1529	Owner Phone number 334-467-5402 Phone number 251-690-8597
2	Brenda J. Kennedy 411 Marshall St Mobile AL 36603-5254	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

3	Wells Fargo Home Mtg. 1 Home Campus MACX 2505-02W Des Moines, IA 50328	Estate Claim Case # 2013-0080 with Mobile County Probate Court reference #599520095
4	DCM Services 7601 Penn Ave S Ste A600 Minneapolis MN 55423-5004	Estate Claim Case #2013-0080 with Mobile County Probate Court reference #CL487239
5	Ascension 200 Coon Rapids Blvd Ste 200 Coon Rapids MN 55433	Estate Claim Case #2103-0080 with Mobile County Probate Court reference #20130080

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile against Brenda J. Kennedy recorded May 19, 2023, in instrument 2023031381

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

The Declaring the Structure at Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/26/2023

Renewal Date of Contract:

9/26/2023

Funding Source

Project # 1555 Plover Street - ME-054-23 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1555 Plover Street	Cover Memo	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/21/2023 - 9:59 AM

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1555 Plover Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1555 Plover Street** described as:

LOT 40 COLGIN ADD TO OAKDAL E DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel Number: 29 10 28 4 005 061

Last Assessed to: HEIR OF EDWARD M & JESSIE M MIXON, C/O BRANDON MIXON

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 19, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 26, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1555 PLOVER STREET** OWNED BY OR MAY HAVE AN INTEREST: **HEIR OF EDWARD M & JESSIE M MIXON, C/O BRANDON MIXON,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 10 28 4 005 061

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1555 PLOVER STREET

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	05/24/2023	Comments	

Property Score			
Score	62	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 6/5/23

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 08/02/2023

Property Address: 1555 Plover Street **District No:** 2

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Brandon Alexander Mixon
3210 Pleasant Valley Road, Apt. 249
Mobile, Alabama 36608-4413

August 2, 2023

RE: **1555 Plover Street**
Project Number: ME-054-23

Dear Brandon Alexander Mixon:

On July 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1555 Plover Street.

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

LOT 40 COLGIN ADD TO OAKDAL E DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005

Parcel Number: 29 10 28 4 005 061

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **September 16, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 16, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 16, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 16, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 26, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

2023/09/18

2023/09/18

NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

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NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

2023/09/18

NUISANCE ABATEMENT **1555 PLOVER STREET** **PHOTOS AGENDA / DW**

Affidavit of Mailed Notice

Date: September 26, 2023

State of Alabama
County of Mobile

Subject Property –1555 Plover Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1555 Plover Street Date: June 21, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 14, 2023

Per the Title Report, the owners are: Heirs of Edward Mixon DOD 1-6-2002 and Jessie Mae Mixon DOD 1-18-1986.

Notes: I Could not locate Thomas James Mixon, Son of Edward and Jessie. Son Paul Jerome Mixon Payee of property taxes DOD 3/29/2022 had no children.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Juanita R Rencher 101 Foreman Rd Apt A4 Mobile AL 36608-4413	Heir and wife of Edward Mixon Jr DOD 9/1/2009 Phone number 251-423-4777
2	Brandon Alexander Mixon 3210 Pleasant Valley Rd Apt 249 Mobile AL 36606-2711	Heir and son of Edward Mixon Jr DOD 9/1/2009
3	Deborah Steele 3823 Water Ave Selma AL 36703-1749	Heir and daughter of Ella Mae Williams DOD 4/24/2013
4	Benjamin W Williams Jr 6401 US Highway 80 E Selma AL 36701-1121	Heir and son of Ella Mae Williams DOD 4/24/2013 Phone number 334-872-4790
5	Randy Kennedy Williams 302 Old Marion Junction Rd Selma AL 36701-8338	Heir and son of Ella Mae Williams DOD 4/24/2013

TAX STATUS: 2022 TAX LIEN

6	Michael Watts 1211 Gorgas St Mobile AL 36605-4752	2022 Tax Lien Holder Phone number 251-401-5620 Phone number 251-421-5814
7	Michael Watts 4105 Bonnie Ln Unit B Mobile AL 36609-6053	Secondary Address

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:
Gary Jackson, Deputy Director of Municipal Enforcement

Sponsored by:
Council Member - C J Small

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

Amount of Contract:
N/A

Effective Date of Contract:
9/26/2023

Renewal Date of Contract:
9/26/2023

Funding Source

Project # 1575 Robert E Lee Street - ME-208-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1575 Robert E Lee Street	Cover Memo	9/20/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	9/21/2023 - 10:07 AM

RESOLUTION

Sponsored by: Councilmember C J Small - District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1575 Robert E Lee Street** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1575 Robert E Lee Street** described as:

PPTY AT 1575 ROBERT E LEE STREET DESC AS FOLL LOT 13 BLK 6 OLLINGER & STEIN SUB OF PT OF SQ 5 MANDEVILLE TRT DBK 128 NS PG 101 LOT IS 40 X 150 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 173

Last Assessed to: KELVIN LEWIS

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION
September 19, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 26, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1575 ROBERT E LEE STREET** OWNED BY OR MAY HAVE AN INTEREST: **KELVIN LEWIS,** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 11 36 0 004 173

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1575 ROBERT E. LEE STREET

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

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	N	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	12/21/2022	Comments	

Property Score			
Score	82	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 12/22/22

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: Inspector D. Williams **Date:** 08/02/2023

Property Address: 1575 Robert E Lee Street **District No:** 3

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

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kevin Lewis
1562 Polk Street
Mobile, Alabama 36605-4905

August 2, 2023

RE: **1575 Robert E Lee Street**
Project Number: ME-208-22

Dear Kevin Lewis:

On July 25, 2023, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1575 Robert E Lee Street.

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

PPTY AT 1575 ROBERT E LEE STREET DESC AS FOLL LOT 13 BLK 6 OLLINGER & STEIN SUB OF PT OF SQ 5 MANDEVILLE TRT DBK 128 NS PG 101 LOT IS 40 X 150 #SEC 36 T4S R1W #MP29 11 36 0 004

Parcel Number: 29 11 36 0 004 173

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **September 16, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **August 16, 2023,** provide the Code Official with a work plan to accomplish the repairs by **September 16, 2023,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 16, 2023,** which is 45 days from the date of this NOTICE.

IV. **NOTICE is hereby given that on September 26, 2023, at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☐ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT **1575 ROBERT E LEE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1575 ROBERT E LEE STREET** **PHOTOS AGENDA / DW**

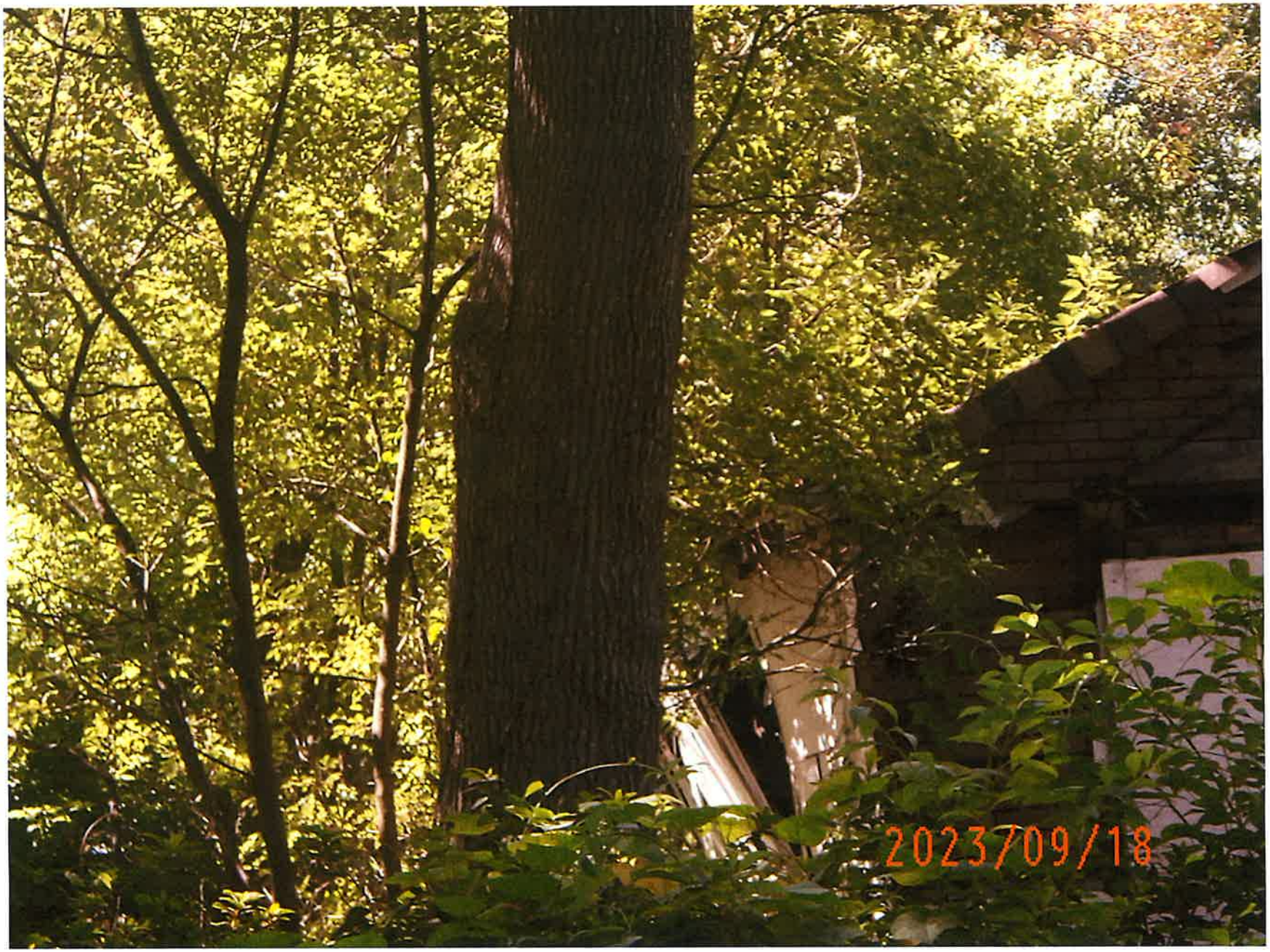
NUISANCE ABATEMENT **1575 ROBERT E LEE STREET** **PHOTOS AGENDA / DW**

2023/09/18

NUISANCE ABATEMENT **1575 ROBERT E LEE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1575 ROBERT E LEE STREET** **PHOTOS AGENDA / DW**

NUISANCE ABATEMENT **1575 ROBERT E LEE STREET** **PHOTOS AGENDA / DW**


2023/09/18

Affidavit of Mailed Notice

Date: September 26, 2023

State of Alabama
County of Mobile

Subject Property –1575 Robert E Lee Street

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **7 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 1575 Robert E Lee Street Date: June 1, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: June 5, 2023

Per the Title Report, the owners are: Fee simple is vested in Kelvin Lewis, Tax Title is in the name of Eddie Augusta. Not sure if Sr or Jr. Listed Both.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kelvin Lewis 1562 Polk St Mobile AL 36605-4905	Fee Simple Owner Phone number 917-943-1565
2	Eddie Augusta, Jr 65 Century Cir Greenville SC 29607-1596	Tax Title Owner Phone number 864-534-1159
3	Eddie Augusta, Jr 15 9th St Greer SC 29651-3839	Secondary address
4	Eddie Augusta Sr 7310 Old Military Rd Theodore AL 36582-2130	Third known address
5	Owner 1575 Robert E Lee St Mobile AL 36605-4916	Subject Address

TAX STATUS: TAX DEED ISSUED TO KEVIN LEWIS IN 2019 – 2021 AND 2022 TAX LIEN CERTIFICATE ISSUED TO CHRISTOPHER HOUSTON

6	Christopher Houston 6175 Quail Run S Theodore AL 36582-8805	2021 and 2022 Tax Sale Lien issued to Christopher Houston – Redemption amounts unavailable at this time. Phone number 251-643-3440 Phone number 251-643-3449

Parties with recorded liens per Title Report:

7	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of AL vs Eddie P Augusta Acct # IIT-R003301372 Lien number 441529856 and 1728771584

Weed Lien filed by the City of Mobile against Kelvin Lewis, RP 7513 P 1136, adopted 5-9-17 and recorded on 5-25-17.

Weed Lien filed by the City of Mobile against Kelvin Lewis, Instrument # 2019026144, recorded on 5-13-19.

Open Mortgages: NONE

Lis Pendens

Lis Pendens field by the City of Mobile against Kelvin Lewis, RP 7506 P 957, dated 5-4-17 and recorded on 5-8-17.

Lis Pendens filed by the City of Mobile against Eddie Augusta, Instrument # 2023003629 and recorded on 1-24-23.

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/21/2023 - 10:25 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **20** described in the resolution adopted on the **22nd** 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 **20**, as described in the resolution adopted on the **22nd** 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.**1646** 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

58-918 **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 #1646** 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 **26th day of September 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 2 2023

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 17, 2023**

SUBJECT: WEED LIEN GROUP **1646**

Attached, please find Assessment Lists for Weed Lien Group Number **1646** 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): 8/22/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 9/26/2023

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): 8/24/2023

LEGAL NOTICE DUE TO LAGNIAPPE: 9/7/2023

LEGAL NOTICE ADS: 9/13/2023-9/20/2023

POSTING DATE: 9/19/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1646	Res. No.
//2023	LOTS TO BE DECLARED	58-
//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	1104 Furr St	27942	28407		1	
2	356 Cassidy St	26717	28408		2	
3	2112 Hamilton Rd	26329	28409		1	
4	1613 Navco Rd	27281	28410		3	
5	957 Pinemont Dr	27337	28411		5	
6	2909 Pages Lane	26142	28412		1	
7	1800 LeGrande Dr	31414	28413		1	
8	623 Chin St	26539	28414		2	
9	809 Chin St	26510	28415		2	
10	1200 Brussells St	27217	28416		2	
11	0 Abrams St	21942	28417		1	
	Par No. (29 08 18 2 002 009.XXX)					
12	1605 Wexford St	27397	28418		2	
13	1651 Wexford St	27393	28419		2	
14	1622 Duval St	27457	28420		2	
15	2450 Dog River Dr N	26897	28421		4	
16	2150 Plesant Ave	32041	28422		1	
17	1819 Strange St	26776	28423		1	
18	1704 Griffin St	26612	28424		1	
19	1859 Jones St	28848	28425		1	
20	812 Chin St	26511	28426		2	
				$ -		

District total for this group

1	9
2	8
3	1
4	1
5	1
6	0
7	0
	20

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

8-17-23

Marchetta Tarte 8-17-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Joseph Snowden, Executive Director of Administrative

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution Being Introduced	Cover Memo	8/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	9/21/2023 - 10:29 AM

August 30, 2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **AUGUST 2023 – Kimberly Zirlott (Employee #13266)**

  Department of Professional Responsibility - Executive Assistant

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CJ SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE PMS SCHOLARS IN ATTENDING THE 2023 ALABAMA STATE UNIVERSITY CONNECTION DAY AND EQUAL JUSTICE INITIATIVE ON SEPTEMBER 30, 2023

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-03/10041020-42140	**Discretionary Funds** DSC-03
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - PILLANS MIDDLE SCHOOL	Cover Memo	9/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/21/2023 - 1:11 PM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*

WHEREAS, *Councilmember Small wishes to appropriate **$2,500.00** to Pillans Middle School, from his discretionary funds*; and

WHEREAS, *Pillans Middle School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Pillans Middle School will be used to assist with PMS scholars in attending the 2023 Alabama State University Connection Day and Equal Justice Initiative on September 30, 2023,* which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to Pillans Middle School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER CJ SMALL
COUNCILMEMBER JOSH WOODS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE PURCHASE OF A BARITONE HORN, TRUMPETS, AND OTHER OPERATIONAL EXPENSES.

Amount of Contract:

$6,500.00

Funding Source

Project # DSC-03/10041020-42080 & DSC-06/10041020-42080

Discretionary Funds DSC-03 & DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MARCHING COUGARS BAND BOOSTER CLUB	Cover Memo	9/20/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/20/2023 - 11:22 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember CJ Small*
Councilmember Josh Woods

WHEREAS, *Councilmember Small wishes to appropriate* ***$5,000.00*** *and Councilmember Josh Woods wishes to appropriate* ***$1,500.00****,* ***(TOTAL: $6,500.00)*** *to Marching Cougars Band Booster Club, from her discretionary funds*; and

WHEREAS, *Marching Cougars Band Booster Club,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Marching Cougars Band Booster Club*, will be used to assist with the purchase of a Baritone horn, trumpets, and other operational expenses*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$6,500.00*** *to Marching Cougars Band Booster Club, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

DONNA G. BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOSH WOODS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE SERVE IT UP WITH LOVE CHARITY TENNIS TOURNAMENT ON APRIL 7TH AND APRIL 9TH, 2024.

Amount of Contract:

$2,500.00

Funding Source

Project # DSC-06/10041020-42080 **Discretionary Funds** DSC-06

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE CHILD ADVOCACY CENTER, INC.	Cover Memo	9/20/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/20/2023 - 11:24 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember* Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate **$2,500.00** to The Child Advocacy Center, Inc., from his discretionary funds*; and

WHEREAS, *The Child Advocacy Center, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The Child Advocacy Center, Inc., will be used to assist with the SERVE IT UP WITH LOVE Charity Tennis tournament on April 7th and April 9th, 2024*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to The Child Advocacy Center, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

MAYOR WILLIAM S. STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH SUPPORTING THE NEEDLIEST ELDERLY IN OUR COMMUNITY.

Amount of Contract:

$2,240.90

Funding Source

Project # DSC-08/10040580-42080 **Discretionary Funds** DSC-08

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - LITTLE SISTERS OF THE POOR	Cover Memo	9/20/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	9/20/2023 - 8:14 AM

60- 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **$2,240.90** to The Little Sisters of the Poor, Home for the Aged, Inc., from his discretionary funds*; and

WHEREAS, *The Little Sisters of the Poor, Home for the Aged, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Little Sisters of the Poor, Home for the Aged, Inc., *will be used to assist with serving the neediest elderly in the community but providing assistance that is not covered with Medicaid and small pension reimbursements,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,240.90** to The Little Sisters of the Poor, Home for the Aged, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Donna Bryars, Accounting 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	9/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/22/2023 - 1:16 PM

60-1095 2023

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,500.00** to Africatown Community Development Corporation from his discretionary funds*; and

WHEREAS, Africatown Community Development Corporation is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Africatown Community Development Corporation, will be used to assist with the installation of a safety fence around the Robert Hope Community Center,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,500.00** to Africatown Community Development Corporation, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Cory Penn
Councilmember William Carroll
Councilmember C.J. Small
Councilmember Ben Reynolds
Councilmember Joel Daves
Councilmember Josh Woods
Councilmember Gina Gregory

Purpose and Scope of Project:

Transfer funds from General Fund (Fund 1000) to Capital Improvements Fund (Fund 2000)

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	9/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/26/2023 - 10:13 AM

09-1096 2023

RESOLUTION

Sponsored by: *Councilmember Penn, Councilmember Carroll, Councilmember Small, Councilmember Reynolds, Councilmember Daves, Councilmember Woods, and Councilmember Gregory*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the following transfers be made from the General Fund (Fund 1000) to the Capital Improvements Fund (Fund 2000):

- **Councilmember Cory Penn (District 1)** – Transfer $2,329.23 from District 1 Discretionary Project DSC-01 (10041020) to District 1 Priority Project Capital Project D0013 (20002000)
- **Councilmember William Carroll (District 2)** – Transfer $7,746.05 from District 2 Discretionary Project DSC-02 (10041020) to District 2 Priority Project Capital Project D0014 (20002000)
- **Councilmember C.J. Small (District 3)** – Transfer $17,488.96 from District 3 Discretionary Project DSC-03 (10041020) to District 3 Priority Project Capital Project D0015 (20002000)
- **Councilmember Ben Reynolds (District 4)** – Transfer $30,796.48 from District 4 Discretionary Project DSC-04 (10041020) to District 4 Priority Project Capital Project D0016 (20002000)
- **Councilmember Joel Daves (District 5)** – Transfer $19,379.80 from District 5 Discretionary Project DSC-05 (10041020) to District 5 Priority Project Capital Project D0017 (20002000)
- **Councilmember Josh Woods (District 6)** – Transfer $35,972.50 from District 6 Discretionary Project DSC-06 (10041020) to District 6 Priority Project Capital Project D0018 (20002000)
- **Councilmember Gina Gregory (District 7)** – Transfer $0.00 from District 7 Discretionary Project DSC-07 (10041020) to District 7 Priority Project Capital Project D0019 (20002000)

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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:9/26/2023

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.

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.

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:9/26/2023

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
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
	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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 1 to 2	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

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.

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:9/26/2023

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	Acct No: 1000.50.20.2030.2040.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

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
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	Acct No:
	1000.50.20.2030.2040.2005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

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
	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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

EXERCISE EQUIPMENT

Qty
1-5

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

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.

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

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

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

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

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

- 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

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

- 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

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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:9/26/2023

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:9/26/2023

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

MARKETING PROGRAM FOR

CITY OF MOBILE

PARKS AND RECREATION DEPARTMENT

PARKS AND RECREATION

SEPTEMBER 2023

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

_____
Name

_____
Signature

_____
Date

_____
Mailing Address

_____

SPIRE, LLC

Carl Norman, Partner
Name

Signature

08-21-2023
Date

304 Congress Street
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

State Farm

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ 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 DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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:9/26/2023

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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User Notes:

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)

Init. /

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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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User Notes:

§ 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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§ 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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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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(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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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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes:

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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(1920030576)
User Notes:

Init.
/

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? Y/N [Y] (Mandatory in NH) 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:9/26/2023

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 (Mandatory in NH)			PTAL-129001	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	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:9/26/2023

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.

MOBILE
ALABAMA

US-45 STREETSCAPE IMPROVEMENT

PROJECT NO. 2022-3005-06

BID DATE – AUGUST 9, 2023

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Contractor's Insurance Certification ..... Attachment B

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Certifications, Affidavits, & Project Closeout ..... Attachment D

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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 D Walton
President
John G. Walton
Print

Business Address P.O. Box 81222 Mobile, AL 36689

Blake Kuff
Secretary
Blake Lamont
Print

Business Address P.O. Box 81222 Mobile, AL 36689

John D 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

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)

John G. Walton
(Print)

ATTEST: Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: Project Manager

ITS: President
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ATTEST: Krystle Sharp
(Signature)

Krystle Sharp (Print)

ITS: Bond Account Executive

ITS: Attorney-In-Fact
(Title)

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)

ITS: President
(Title)

ATTEST:
Shaun Stapleton
(Signature)

Shaun Stapleton (Print)

ITS: Project Manager
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:
Krystle Sharp
(Signature)

Krystle Sharp (Print)

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:

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	CONTACT NAME: Kelli Smith	
Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	PHONE (A/C, No, Ext): 251-340-1771	FAX (A/C, No): 251-470-1050
	E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689 JOHNGWA-01	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.

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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.

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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.

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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.

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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:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	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	
[illegible]						
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.

09
670

✓		**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.

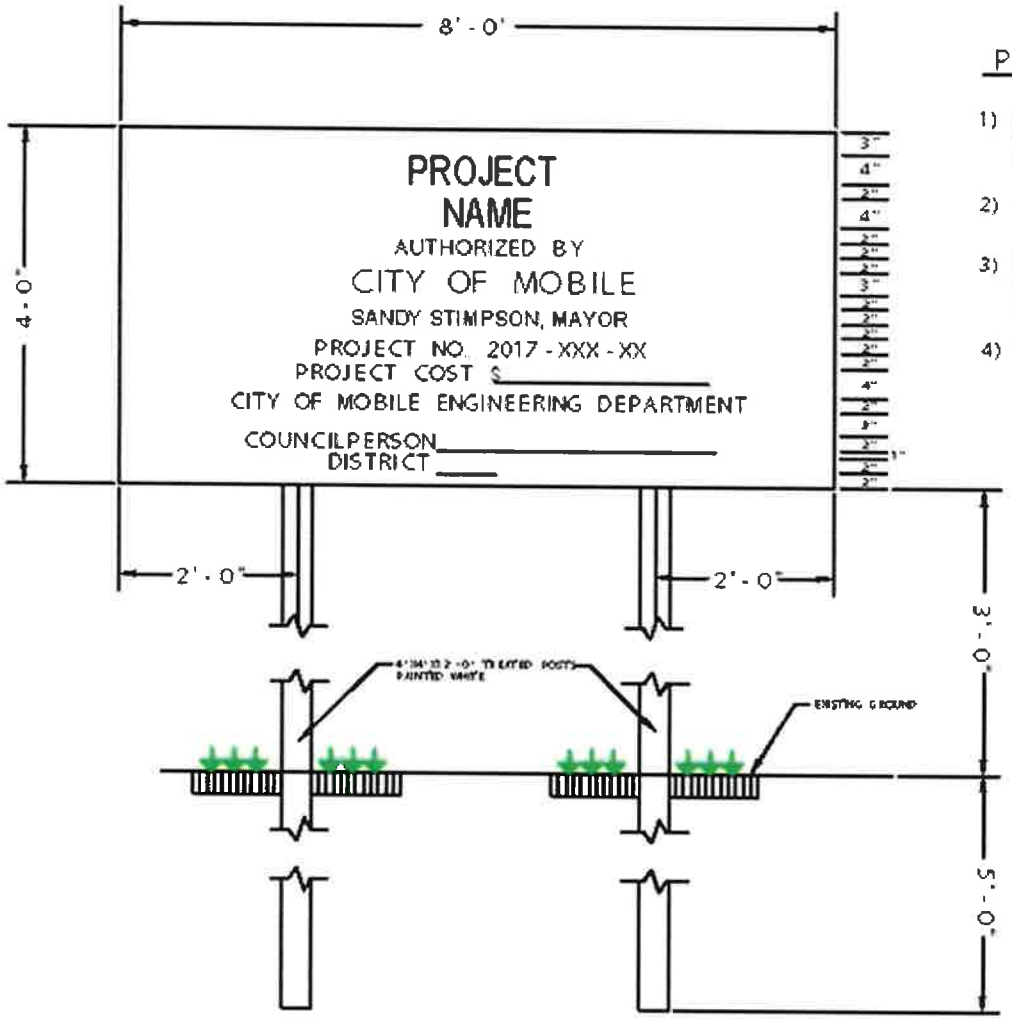
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.

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:9/26/2023

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

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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

Business Address 4109 Halls Mill Road Mobile, AL 36693

Buffy Singley
Secretary

Buffy Singley
Print

Business Address Same

_____
Treasurer

Jonathan Pringle
Print

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

NOTARY PUBLIC STATE OF FLORIDA
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

NOTARY PUBLIC STATE OF FLORIDA
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.

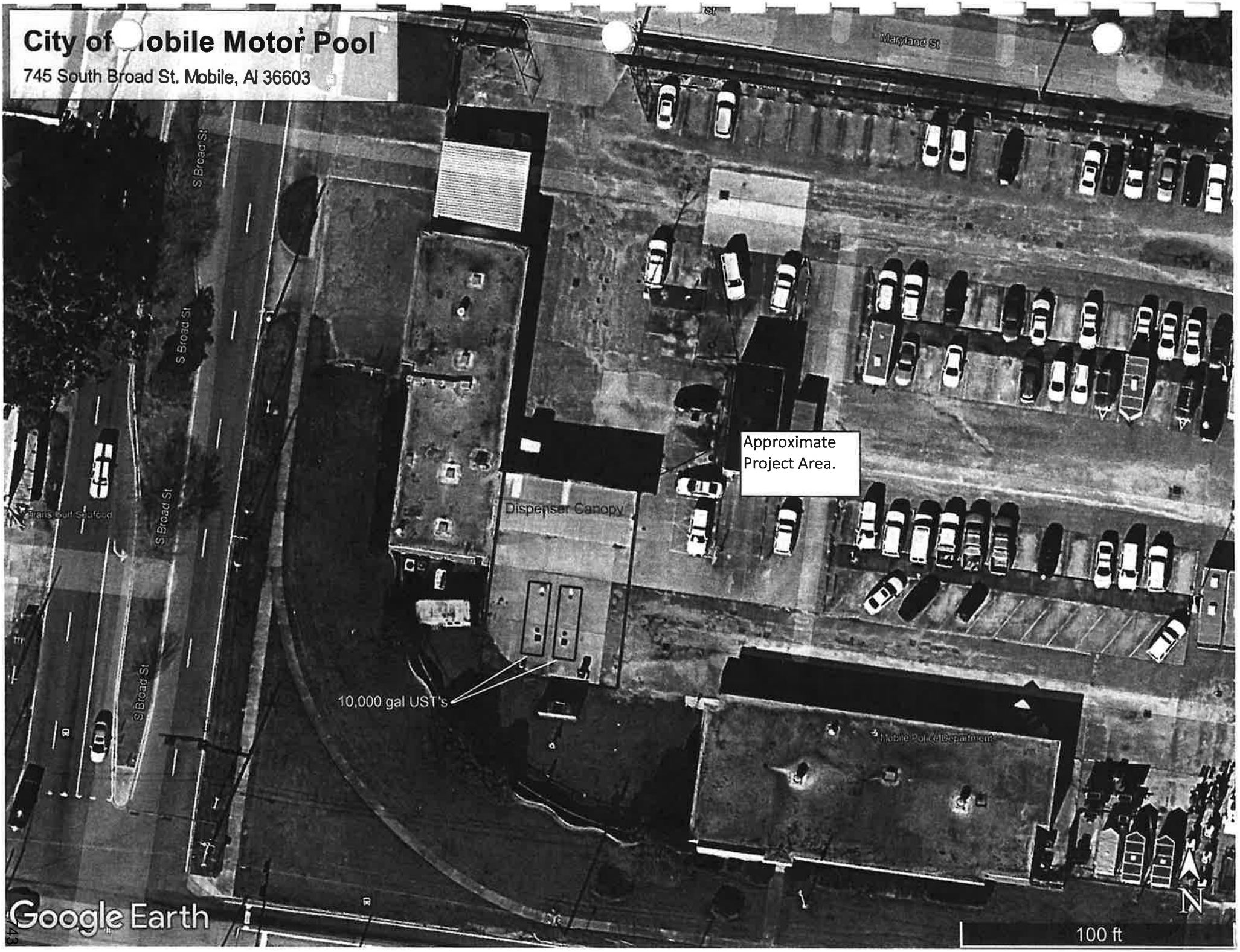
   The pay item shall be lump sum payment for the Materials in Section 665.02 Materials.

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
INSURED Mike Hoffman's Equipment Service Inc. Mike Hoffman 4109-C Halls Mills Rd. Mobile, AL 36693-5615	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Mid-Continent Casualty Co. — 23418 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.

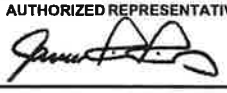
CERTIFICATE HOLDER

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:**

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 $							$
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

ACORD 25 (2016/03)

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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.

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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:**

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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 $							$
	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, 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

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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 FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (Include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ ___/___/___
(Title) (Date)

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.

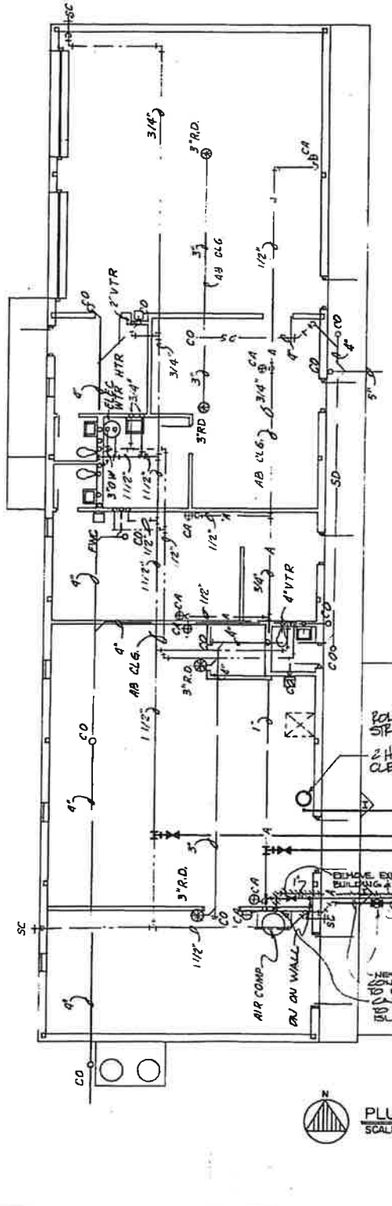
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

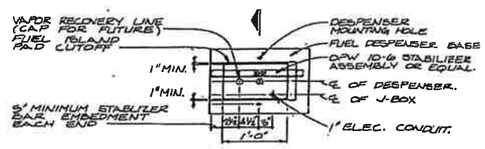
ATTACHMENT "E"

PROJECT DRAWINGS

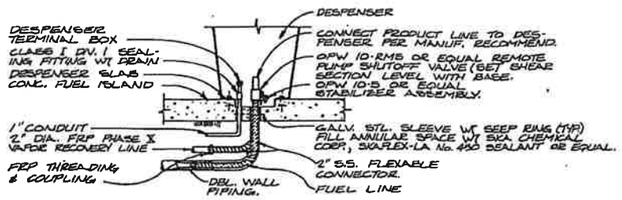
For Informational purposes only



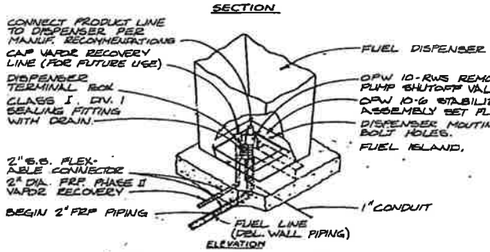
PLUMBING PLAN
SCALE 1/8" = 1'-0"



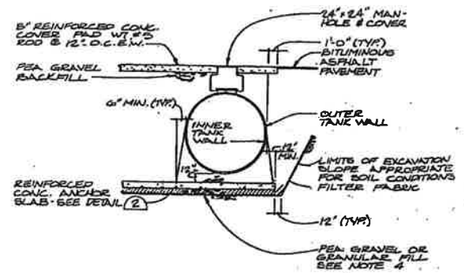
PLAN



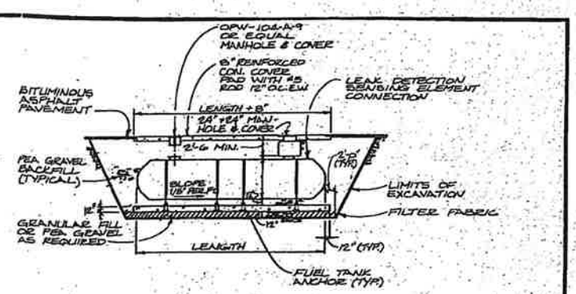
SECTION



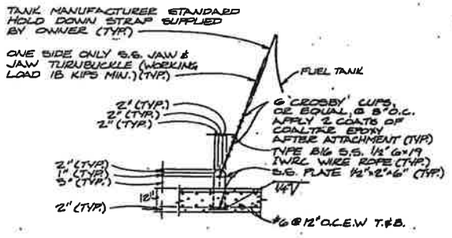
DISPENSER CONNECTION DETAIL.
N.T.S.



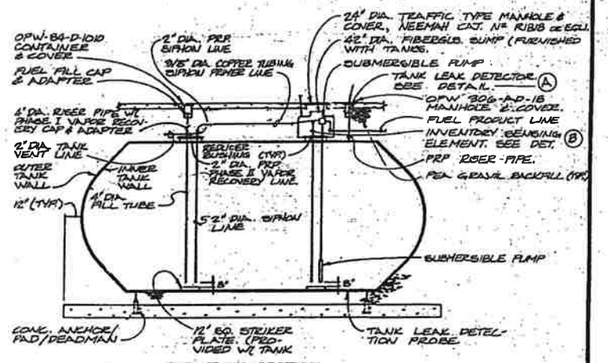
FUEL TANK CROSS-SECTION
N.T.S.



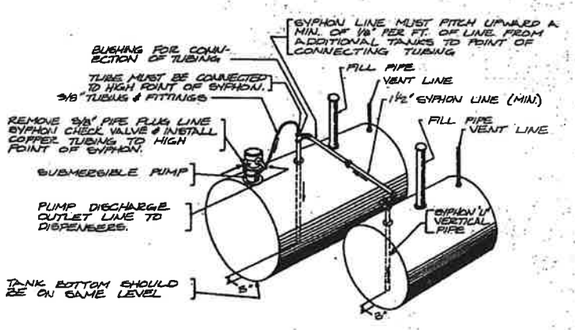
FUEL TANK ELEVATION
SCALE



SLAB ANCHOR DETAIL
N.T.S.



FUEL TANK SECTION
SCALE



PUMP PIPING SCHEMATIC
N.T.S.

FRANCIS H. HOPKINS REGISTERED 2392 ENGINEER STATE OF ALABAMA

STATE OF ALABAMA MOBILE REGISTERED ARCHITECTS ALABAMA

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

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)** [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:9/26/2023

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	8/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/24/2023 - 4:03 PM

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY DANIEL L. McCLEAVE, NICKI PATTERSON, RAYMOND PELT, and DEBORAH A. PELT, IN THE CITY AND COUNTY OF MOBILE, ALABAMA

The undersigned, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt, as owners of the real property abutting that certain alley between owners' property and Old Shell Road, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioner, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Mobile Area Water and Sewer System

Dated this ___ day of July, 2023.

Daniel L. McCleave

Nicki Patterson

Raymond Pelt

Deborah A. Pelt

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property") said property being more particularly shown on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, Owners, as the abutting and affected land owners, propose to vacate that certain alley lying between Owners' Property and Old Shell Road, said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, the Owners attest the City has never maintained or exercised any dominion or control over the alley and the public has not relied on the alley for access; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

(a) An easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned.

(b) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the ___ day of July, 2023.

Daniel L. McCleave

Nicki Patterson

Raymond Pelt

Deborah A. Pelt

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Daniel L. McCleave**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of July, 2023.

SEAL

Monica C Nicholas
NOTARY PUBLIC
MY COMMISSION EXPIRES:

STATE OF ALABAMA NOTARY PUBLIC
MONICA C. NICHOLAS
My Commission Expires
August 8, 2023

(signatures continue on the next page)

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Nicki Patterson**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of July, 2023.

SEAL

Monica C Nicholas
NOTARY PUBLIC
MY COMMISSION EXPIRES:

MONICA C. NICHOLAS
My Commission Expires
August 8, 2023

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Raymond Pelt**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20th day of July, 2023.

SEAL

Monica C Nicholas
NOTARY PUBLIC

MY COMMISSION EXPIRES:

MONICA C. NICHOLAS
My Commission Expires
August 8, 2023

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Deborah A. Pelt**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

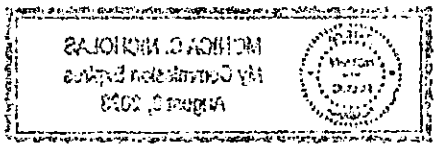
Given under my hand and official seal this the 20th day of July, 2023.

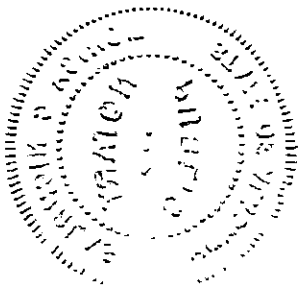
SEAL

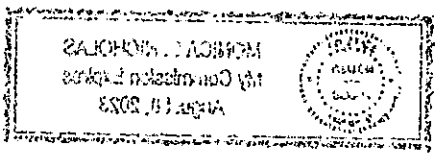
Monica C Nicholas
NOTARY PUBLIC

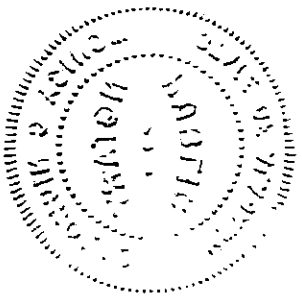
MY COMMISSION EXPIRES:

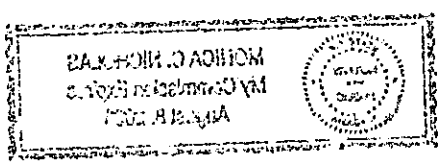
MONICA C. NICHOLAS
My Commission Expires
August 8, 2023











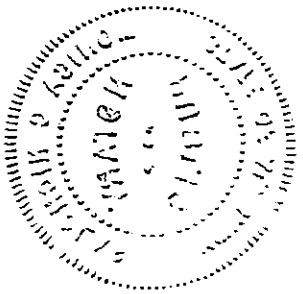
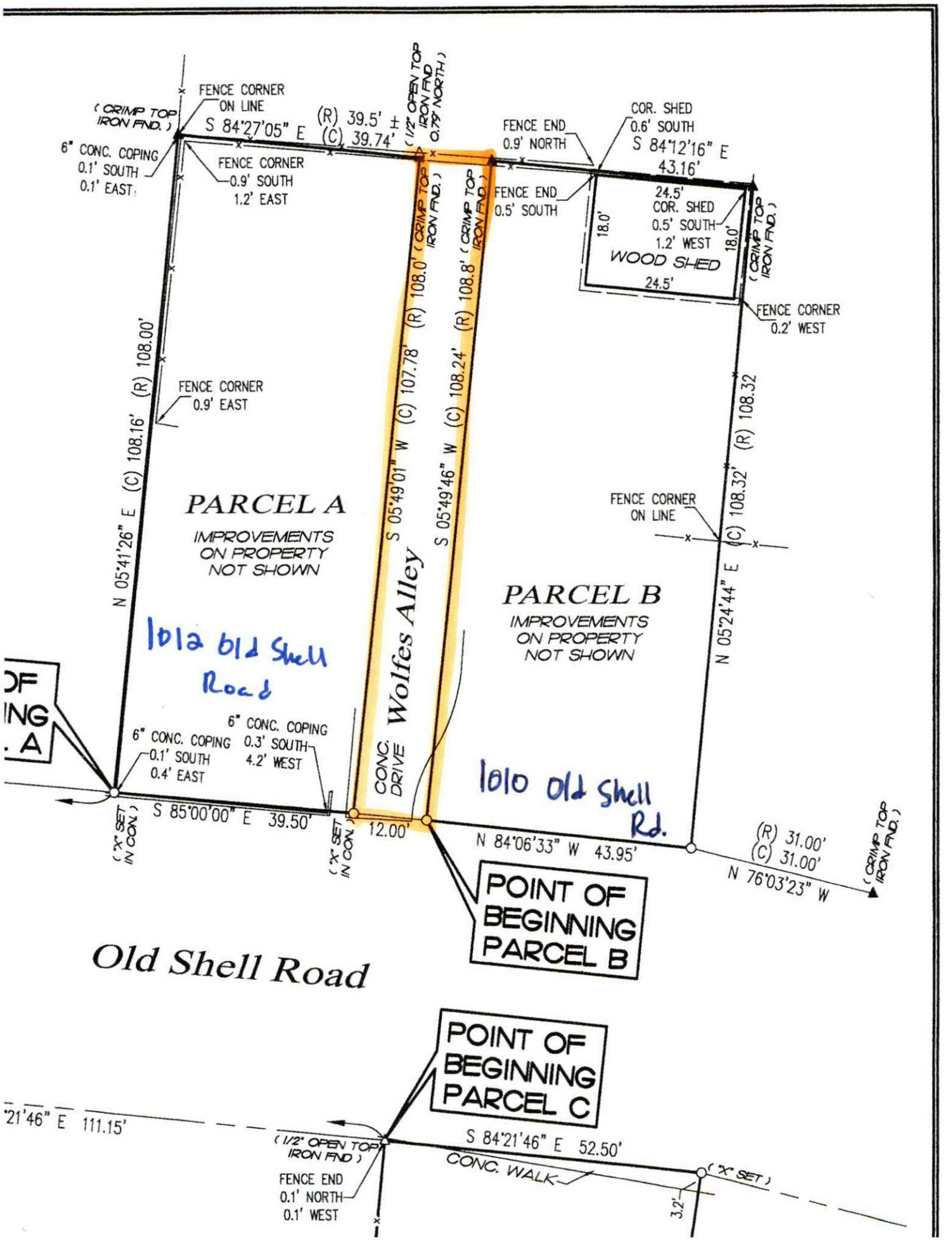


EXHIBIT "A"

WOLFES ALLEY

COMMENCING AT THE NORTHEAST CORNER OF PINE STREET AND OLD SHELL ROAD; THENCE SOUTH 85° - 00' EAST ALONG THE NORTH LINE OF OLD SHELL ROAD 213.50 FEET TO THE SOUTHWEST CORNER OF WOLFES ALLEY FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 85° - 00' EAST 12.00 FEET TO THE SOUTHEAST CORNER OF WOLFES ALLEY; THENCE NORTH 05° - 49' - 46" EAST ALONG THE EAST LINE OF WOLFES ALLEY 108.24 FEET; THENCE NORTH 87° - 11' - 19" WEST 12.04 FEET; THENCE SOUTH 05° - 49' - 01" WEST ALONG THE WEST LINE OF WOLFES ALLEY 107.78 FEET TO THE POINT OF BEGINNING.

Exhibit B


FENCE CORNER ON LINE
S 84°27'05" E
(R) 39.5' ±
(C) 39.74'
(CRIMP TOP IRON FND.)
(1/2" OPEN TOP IRON FND 0.79' NORTH)
6" CONC. COPING 0.1' SOUTH 0.1' EAST
FENCE CORNER 0.9' SOUTH 1.2' EAST
FENCE END 0.9' NORTH
FENCE END 0.5' SOUTH
COR. SHED 0.6' SOUTH
S 84°12'16" E 43.16'
24.5' COR. SHED 0.5' SOUTH 1.2' WEST
WOOD SHED
24.5'
18.0'
FENCE CORNER 0.2' WEST
N 05°41'26" E (C) 108.16' (R) 108.00'
FENCE CORNER 0.9' EAST
PARCEL A
IMPROVEMENTS ON PROPERTY NOT SHOWN
S 05°49'01" W (C) 107.78' (R) 108.0'
S 05°49'46" W (C) 108.24' (R) 108.8'
Wolfes Alley
CONC. DRIVE
FENCE CORNER ON LINE
N 05°24'44" E (C) 108.32' (R) 108.32
PARCEL B
IMPROVEMENTS ON PROPERTY NOT SHOWN
1012 Old Shell Road
6" CONC. COPING 0.1' SOUTH 0.4' EAST
6" CONC. COPING 0.3' SOUTH 4.2' WEST
("X" SET IN CON.)
S 85°00'00" E 39.50'
12.00'
N 84°06'33" W 43.95'
(R) 31.00'
(C) 31.00'
N 76°03'23" W
1010 Old Shell Rd.
POINT OF BEGINNING PARCEL B
Old Shell Road
POINT OF BEGINNING PARCEL C
'21'46" E 111.15'
(1/2" OPEN TOP IRON FND)
S 84°21'46" E 52.50'
CONC. WALK
("X" SET)
FENCE END 0.1' NORTH 0.1' WEST
3.2'

Mobile County Property Search

Key Number: 753116 For Year 2023

Map

Property Details

Land value = $29,400
= $6 sq/ft.

Vacated Area = 4,900 sq. ft +/-

Account	
Key Number:	753116
Legal Description:	COMG AT PT ON N R/W LINE OF OLD SHELL RD 223.5 FT ELY FROM NE COR OF PINE ST & OLD SHELL RD FOR POB OF PPTY HEREIN DESC TH WITH ENCL ANG OF 90 DEG 07 MIN RUN NLY ALG FENCE LINE OF 108.32 FT TH RUN WLY & PAR TO OLD SHELL RD & ALG STRIP OF OLD FENCE POST 43 FT TO E R/W/L OF WOLFES ALLEY TH RUN SLY ALG E/L OF WOLFES ALLEY 108.8 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 009
Parcel Number:	2906400009023XXX
Type:	Real
Property Class:	3
Location	
Address:	1010 OLD SHELL RD MOBILE, AL 36604
Owner	
Name:	MCCLEAVE DANIEL L & NICKI E PATTERSON
Mailing Address:	1010 OLD SHELL RD MOBILE , AL 36604-2617

Exemptions:	10Y - REG. HOMESTEAD WITH ALL STATE EXEMPT (OVER 65)INCOME TOO HIGH For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$117,000
Land Value:	$29,400
Appraised Value:	$146,400
Taxable Value:	$146,400
Assessed Value:	$14,660

VALUES DISPLAYED ARE 2023 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	CITY	7.000000	$14,660	$102.62
14	SCHOOL	14.000000	$14,660	$205.24
14	FOREST	0.000000	$0	$0.00
14	DIST SCHOOL	15.500000	$14,660	$227.23
14	STATE	6.500000	$0	$0.00
14	COUNTY	20.500000	$12,660	$259.53

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 **Living Area:** 1,120.00sqft **Value:** $113,900

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt (the "Owners"), as owners of all the land abutting and affected by the alley as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; (c) an easement be excepted from this vacation and be retained in favor of Mobile Gas Service Corporation to operate and maintain existing facilities until they are either relocated or abandoned; and (d) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ___ day of _____, 2023.

MOBILE CITY COUNCIL

By:_____
Its: _____

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2023.

_____
Mobile City Clerk

365589

MOBILE AREA WATER & SEWER SYSTEM

July 20, 2023

Ms. Keri R. Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
P.O. Box 2767
Mobile, AL 36652

RE: Request to Vacate a portion of Wolfe's Alley between the addresses of 1010 and 1012 Old Shell Road

Dear Ms. Coumanis:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the areas to be vacated above. Consequently, our agreement to vacate these rights-of-way is contingent upon the Requestor retaining said rights-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (any permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

Comcast

From: Rodriguez, Robert
To: Keri Coumanis
Subject: RE: Consent to vacation of alley; Old Shell Road
Date: Tuesday, July 25, 2023 5:40:03 PM
Attachments: image001.png

I located it. We have nothing in this alley. Our plant is all on Old shell and continues down to N pine and to Oak by rounding the block. Nothing goes in this alley.

Thanks,

Robert Rodriguez
Construction Supervisor
Mobile Market
(251) 753-4428

From: Rodriguez, Robert <robert_rodriguez2@comcast.com>
Sent: Tuesday, July 25, 2023 5:27 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Subject: RE: Consent to vacation of alley; Old Shell Road

Keri,

Do you have a physical address I can use to determine the location of the alley? The Lat/Long degrees don't point me to a spot I can use to determine if our plant exists in this location.

Thanks,

Robert Rodriguez
Construction Supervisor
Mobile Market
(251) 753-4428

From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, July 25, 2023 4:58 PM
To: Rodriguez, Robert <robert_rodriguez2@comcast.com>
Subject: [EXTERNAL] FW: Consent to vacation of alley; Old Shell Road

Thank you so much!!

Keri

From: Keri Coumanis
Sent: Tuesday, July 25, 2023 1:53 PM
To: donnie_little@cable.comcast.com
Subject: FW: Consent to vacation of alley; Old Shell Road

Good morning,

Please see the attached survey and draft petition to vacate the southern half of what is shown on the survey as "Wolfe's Alley."

I did not find any recorded utility easements burdening Wolfe's Alley. However, the City would like your consent to the partial vacation.

Can you send me a letter consenting to this vacation? The owners currently use the alley as a shared driveway. It will remain a driveway.

If there is another process I need to follow, please let me know.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

600 18th St N
Birmingham, AL 35203
205.257.4843
cllachow@southernco.com

Alabama Power

July 28, 2023

VIA EMAIL

Helmsing, Leach, Herlong, Newman & Rouse, PC
Attn: Keri Renee Coumanis
150 Government St, Ste 2000
POB 2767
Mobile, AL 36602

Re: Vacation of Wolfe's Alley; Old Shell Road in Mobile, Alabama

Dear Ms. Coumanis,

Reference is made in your email of July 25, 2023, providing notice to Alabama Power Company for the vacation of partial alley referenced above, as more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Chester Lachowicz
Corporate Real Estate

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

July 25, 2023

Attn: Keri Coumanis
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
Post Office Box 2767
Mobile, Alabama 36652

Dear Mrs. Coumanis,

This letter is written in response to your letter of July 25, 2023 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of unknown date. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

Spire Gulf Inc.
2828 Dauphin Street
Mobile, AL 36606

July 27, 2023

Keri Renee Coumanis
PO Box 2767
Mobile, Alabama

Re: Petition for a Vacation
1010 1012 OSR

Vacation: Vacate a twelve-foot wide alleyway, otherwise called and known as Wolfes Alley

Keri Coumanis,

In response to an email dated July 26, 2023 relative to the above referenced petition for a vacation.

Please be advised that Spire Gulf Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Aug 2, 2023 14:04 CDT)

Alex Sammet
Manager of Right of Way & Land Management

Engineering Approval: RJ
RJ

Systems Planning Approval: LC
LC

HELMSING LEACH
ATTORNEYS AT LAW

August 3, 2023

Hand-delivered
Lana Pafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile

Enclosed, please find the following documents regarding the request to vacate a portion of Wolfe's Alley:

- The current year fair market appraised unimproved value, as determined by the Mobile County Revenue Commissioner.
    - The amount of land to be vacated is approximately 1,000 square feet. Fair market value for unimproved land in this area of the City is approximately $6 per square foot.
    - However, Mr. McCleave and Ms. Patterson have owned the properties located at 1010 and 1012 Old Shell Road, which the alley sits between, for 45 years. Throughout this time, if not before, the alley has been used as a driveway for these properties.
    - A fence, to the north, was placed across the alleyway many years ago. Accordingly, it is impossible to travel through the alley to the properties to the north, which are in common ownership and now a single lot of record.
    - The alleyway has never been maintained as public property.
    - There is no indication from the street that this is a public alleyway; from the street, this property reads as a private driveway.
- Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of any abutting land or other applicable land.
- The original declaration signed by all abutting landowners.
- The written consent from the following utility companies: MAWSS, Alabama Power, Comcast, Spire and AT&T.

Please let me know when the public hearing will be set at your earliest convenience. Thank you for your assistance.

Keri Coumanis

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

CITY CLERK'S OFFICE
MOBILE, AL

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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	8/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/24/2023 - 4:15 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee for the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road, by the Council as per Resolution **VACATION RESOLUTION #** is hereby set at $6,207.84.

Gauthier, Lana

From: Stout, Carleen
Sent: Monday, August 21, 2023 2:37 PM
To: Gauthier, Lana
Cc: Lewis, Rhonda
Subject: FW: Wolfe's Alley Vacation Request
Attachments: SKMBT_McCLEAVE SURVEY August 2023.pdf; 1001-1003 Oak St Tax Assessors.pdf; 1012 Old Shell Road Tax Assessors.pdf; 1010 OSR tax assessors.pdf

Here you go Lana!

From: Lewis, Rhonda <rhonda.lewis@cityofmobile.org>
Sent: Thursday, August 17, 2023 9:27 AM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Cc: Parker, Ashley L <ashley.parker@cityofmobile.org>
Subject: FW: Wolfe's Alley Vacation Request

Carleen,

Please see the Real Estate Department Assessment of Wolfe Alley Vacation:

Wolfes Alley Vacation

Adjoining Properties	Tax assessor Fair Unimproved Land - Market Value - 2023	Sq. Ft.	FMV / SF
Lot 1, Key No. 753125 (1012 Old Shell Rd.)	$ 22,100	4320	$5.12
Lot 2, Key No. 753116 (1010 Old Shell Rd.)	$ 29,400	4752	$6.19
Lot 3, Key No. 753189 (1001/1003 Oak St.)	$ 22,100	7187	$3.08
		Averaged	4.79

$ 4.79/ SF AVERAGE X 1296 (SF TO BE VACATED) = $6,207.84 - Real Estate Department Assessment

Thank you,

Rhonda D. Lewis
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-7537 (ph)
rhonda.lewis@cityofmobile.org

MOBILE
ALABAMA

AGENDA ITEM SUMMARY SHEET

Agenda of:9/26/2023

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:9/26/2023

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

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