AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, August 30, 2022, 10:30 AM

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

   Pastor Ledell Cleveland, Sr., New Bayside Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   August 23, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Ann Meador Inge for a waiver of the Noise Ordinance at 1906 Springhill Avenue on November 5, 2022, from 6:00 p.m. - 11:00 p.m. (District 1).

    Request of Caroline Hall for a waiver of the Noise Ordinance at Cooper Riverside Park on October 22, 2022, from 3:00 p.m. - 7:00 p.m. (District 2).

    Request of Arthur Spears, Jr. for a waiver of the Noise Ordinance at 1365 Martin Luther King, Jr. Avenue on November 18, 2022, from 5:30 p.m. - 7:30 p.m. (District 2).

    Request of Gloria Sullivan for a waiver of the Noise Ordinance at 82 Burtonwood Drive on September 4 & 5, 2022, from 1:00 p.m. - 10:00 p.m. (District 7).

Request of Jasmine Pruitt for a waiver of the Noise Ordinance at Langan Park on September 10, 2022, from 4:00 p.m. - 7:00 p.m. (District 7).

Request of Shante Prowell for a waiver of the Noise Ordinance at 6252 Fontaine Drive on September 3, 2022, from 4:00 p.m. - 10:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Drop Off Transit to operate a shuttle service.

Public hearing to declare the structure at 215 1/2 Norman Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1111 Springhill Avenue a public nuisance and order it demolished/secured (District 2)

Public hearing to declare the structure at 423 Mohawk Street a public nuisance and order it demolished/secured (District 5).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Ronald Hunt - Comments about the budget.

Greg Foster - Request a COLA for active and retired firefighters.

Angela Chavers-Robinson - Concerns about a ditch near her property.

13. ORDINANCES HELD OVER

64-042 Rezone property located at 4119, 4161, 4173 and 4175 Halls Mill Road from R-1, B-3 and I-1 to I-1 (sponsored by Councilmember Reynolds).

14. CIP RESOLUTIONS HELD OVER

21-708 Authorize contract with H. O. Weaver & Sons Construction, Inc., for 2022 CIP City Wide Resurfacing; $10,062,169.24 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-718 Authorize contract with Mid-Western Commercial Roofers, Inc. for James Seals Park community center roof; $267,720.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

15. RESOLUTIONS HELD OVER

01-709 Authorize agreement between the City of Mobile, Mobile County, Mobile Satchel, LLC and Realtylink, LLC (sponsored by Mayor Stimpson)

(submitted by Ricardo Woods, City Attorney).

08-710 Approve item based bid for bunker gear decon cleaning; MFRD (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-711 Approve purchase order to Cintas Corporation for uniforms for Traffic Engineering and Electrical Departments; $16,445.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-712 Approve purchase order to TSA, Inc. for desktop computers, MIT; $16,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-713 Approve purchase order to CDW Government for wireless internet access points for MPD; $24,992,32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-714 Approve purchase order to Toter, LLC for garbage cart lids, hinges and screws; $79,155.26 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-715 Approve purchase order to Allift Equipment for boom truck; $129,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-716 Authorize change order with Lon Lindquist, d/b/a LTS Development Group, for demolition of structure at 2775 Springhill Avenue; $10,493.00 (sponosred by Councilmember Penn and Mayor Stimpson) (submitted by Gary Jackson, Municipal Enforcement).

21-717 Authorize contract with Kimley-Horn and Associates, Inc. for engineering support related to grant proposal development; $300,000.00 (sponsored by Mayor Stimpson) (Jennifer Greene, Programs & Project Mgmt.).

21-719 Authorize performance contract with the Explore Center, Inc., d/b/a Exploreum Science Center; $60,000.00 (sponsored by Mayor Stimpson) (submitted by Rebecca Christian, Accounting Dept.).

25-720 Accept Permanent Drainage Easement from Board of Water And Sewer Commissioners of The City of Mobile for the Mobile Bay Shore Habitat Conservation and Acquisition Initiative; Three Mile Creek (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout, Real Estate Dept.).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-722 Appoint Christopher A. Arledge and Shelbonnie Hall as full-time judges of the Mobile Municipal Court (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

03-723 Appoint Josh Mims to the Mobile Tree Commission (sponsored by Councilmember Reynolds) (submitted by Lisa C. Lambert, City Clerk).

37-724 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Serdas Coffee; 3 South Royal Street (sponsored by Councilmember Carroll).

40-725 Declare the structure at 215 1/2 Norman Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-726 Declare the structure at 1111 Springhill Avenue a public nuisance and order it demolished/secured (sponsored by Councilmember Carroll).

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

58-728 Declare weeds noxious, Group 1632.

60-729 Determine appropriations to Mobile United serve a public purpose and approve payment (sponsored by Councilmembers Penn & Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

60-730 Determine an appropriation to John L. Leflore High School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-731 Determine an appropriation to the African Town Community Teach and Outreach serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-732 Determine an appropriation to Kingdom Covenant Connections, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-733 Determine an appropriation to the Dearborn Young Men's Christian Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-734 Determine an appropriation to the Mobile Alumni Chapter Kappa Alpha Psi, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-735 Determine an appropriation to The United Way of Southwest Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-736 Determine an appropriation to Positive Dental Impressions serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Rebecca Christian, Accounting Dept.).

60-737 Approve award of special bonus to the Administrative Services Employee of the Month; Mason (sponsored by Mayor Stimpson) (submitted by Joseph Snowden; Administrative Services).

17. CIP RESOLUTIONS BEING INTRODUCED

21-738 Authorize contract with Southern Earth Sciences, Inc., for 2022 CIP City Wide Resurfacing; $160,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-739 Authorize agreement with AVENU Insights & Analytics, LLC to help the City identify and collect sales/use tax and delinquent license revenue (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Revenue Dept.).

08-740 Approve purchase order to Global Industrial Equipment for cooling fans for Municipal Garage; $19,248.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-741 Approve purchase order to Varsity Brands Holding Company, Inc. for for football goal posts and soccer goals for Dog River/Crawford Parks; $18,132.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-742 Approve purchase orders for fuel for Wave Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-743 Approve purchase order to Traliant Holdings, Inc. for online training services; $29,366.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-744 Appropriate $1,500,000.00 in the Rebuild Alabama Special Revenue Fund for the TIGER/Dr. MLK Jr. Ave./Broad Street project (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Jennifer Greene & Rebeca Christian).

21-745 Authorize contract with Newman's Medical Services, Inc. for deceased body transport services (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-746 Authorize contract with EMS Management and Consultants, Inc. for emergency medical services billing and support (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-747 Authorize contract with Rob't J. Baggett for oil/water separator replacement for Municipal Garage; $205,940.00 (ponsored by City Council and

Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

37-748 Approve a Certificate of Public Convenience and Necessity to Drop Off Transit to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-749 Authorize Settlement Agreement and Release of Claims; Thompson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-750 Authorize intergovernmental agreement with Mobile County, Alabama for the development and expansion of the Mobile County Sportsplex (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 11:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 8:30 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

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
Inge	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 1:30 PM

* Revised Noise Ordinance Waiver

-originally approved 7/5/22 for Band Times 6:00 – 10:00PM

This Application is the same as the prior Approved Ap except Band time extended 1 hour. 6:00 – 11:00 PM

Thank you so much and I apologize for the inconvenience! Ann Inge

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: ANN MEADOR INGE

PLEASE PRINT ALL INFORMATION

Home Phone Number: (251) 454-3596 Cell Number: (251)454-3596

Organization (if applicable) N/A

Mailing Address of Applicant 7 Crossway Drive Mobile, AL 36608

Telephone No. 251-454-3596 E-mail address ainge@bellsouth.net

Location or address of event where amplification will be used:

Bragg Mitchell Mansion 1906 Springhill Ave. Mobile, AL 36607

Date of Event: November 5, 2022 Starting Time: 6:00 PM Ending Time 11:00 PM

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

Type of Event: Wedding Reception

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hall	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 8:51 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 AUG 24 AM 11:59

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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Name of Applicant: Caroline Hall
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 901-827-1724

Organization (if applicable) iHeartMedia

Mailing Address of Applicant 2650 Thousand Oaks Blvd Suite 4100

Telephone No. 901 259 1378 E-mail address caroline ahall@iheartmedia.com

Location or address of event where amplification will be used:

Cooper Riverside Park, 101 S. Water Street, Mobile AL

Date of Event: 10/22/22 Starting Time: 3pm Ending Time 7pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wine sampling event to benefit non profit

Do you plan to sell alcohol at this event? _____ YES X NO sampling, no selling

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:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Spears	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 8:53 AM

CITY CLERK DEPARTMENT

2022 AUG 19 AM 10: 12

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.:

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Name of Applicant: ARTHUR L. SPEARS JR
PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: (251) 648-8948

Organization (if applicable) CENTRAL HIGH SCHOOL WILDCATS ALUMNI ASSOCIATION

Mailing Address of Applicant 2258 BEAU TERRA DR. W MOBILE, AL 36618

Telephone No (251) 648-8948 E-mail address ASPEARS49@YAHOO.COM

Location or address of event where amplification will be used:
BISHOP STATE COMMUNITY COLLEGE (CENTRAL CAMPUS)
1365 MARTIN LUTHER KING JR AVENUE & REAR PARKING LOT

Date of Event: NOV 18, 2022 Starting Time: 5:30 PM Ending Time 7:30 PM

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

Type of Event: OLD FASHIONED BONFIRE

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Sullivan	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 1:34 PM

CITY CLERK DEPARTMENT

2022 AUG 25 AM 11:47

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: Gloria Sullivan
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 610-7292 Cell Number: 2515540665

Organization (if applicable) _____

Mailing Address of Applicant 82 Burtonwood Dr Mobile, AL 36608

Telephone No. 251-610-7292 E-mail address Mechelli72@gmail.com

Location or address of event where amplification will be used:
82 Burtonwood Dr. Mobile, AL 36608

Date of Event: 9-4-22 to 9-5-22 Starting Time: 1pm Ending Time 10pm

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

Type of Event: Family Cookout

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Pruitt	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 8:57 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: Jasmine Pruitt
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2513915268

Organization (if applicable) _____

Mailing Address of Applicant 4064 Springdale Rd.

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:
Langan Park Pavilion

Date of Event: 9/10/2022 Starting Time: 4 pm Ending Time 7pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Kick-ball game & car exhibition

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

CITY CLERK DEPARTMENT
2022 AUG 22 PM 4:08

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Prowell	Cover Memo	8/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/29/2022 - 4:27 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Shante Powell
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-217-5508

Organization (if applicable) _____

Mailing Address of Applicant 6252 Fontaine Dr.

Telephone No. _____ E-mail address _____

Location or address of event where amplification will be used:

_____

Date of Event: Sept 3, 2022 Starting Time: 4 pm Ending Time 10 pm

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

Type of Event: Birthday Party

Do you plan to sell alcohol at this event? _____ YES ___v___ 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:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/10/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2022 - 3:50 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jarvis Bush individually or on behalf of Drop off Transit, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Jarvis Bush

Business Address: _____

Telephone: _____ Trade Name Drop off Transit

Business Information

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

Birthdate: 8/28/83 SSN:

Residence Address:

1257 Dabney Dr. Mobile, AL 36605
Address City State Zip code

Telephone Number: Driver's License #:

Residing in Mobile County: Years: 38 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A _____)
_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Jarvis Bush	Owner		

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

Name	Date	Amount	Location	Disposition

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

Taxicab ☐ Sedan ☑ (JB) Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 6:00Am - 5:30pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Chrysler	Year:	2007	Model:	Town & Country
Make:		Year:		Model:	
Make:		Year:		Model:	

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

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jarvis Bush
Applicant's Signature

NAME OF ENTITY:

Drop off Transit

By: Jarvis Bush
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 **DAY OF** August **, 20** 22

Angelia Manley Tait
Notary Public

My Commission Expires:
March 24, 2024

Personal Data Report

General Descriptors

Name:	BUSH, JARVIS RYAN		
Address:		**Nick Name:**	
Phone:	-		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	8/28/1983
Sex:	M	**Age:**	38
Weight:	190	**Eyes:**	BROWN
Height:	6'05"	**Facial:**	MUSTACHE (THIN)
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 08-09-2022

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 2:24 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Sponsored by:

Councilmember Daves

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	8/25/2022 - 3:05 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hunt	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 9:32 AM

CITY CLERK DEPARTMENT

2022 AUG 25 AM 9:04

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Ronald Hunt Date: 8/25/22

Address: 7 North Fulton St. Apt A Mobile, AL 36607

Phone: 251.644.0594 Email ronaldhunt2011@comcast.net

Date to Address City Council: September 6, 2022

Subject (must be completed): Discuss budget and give ideas for the next fiscal years budget.

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Foster	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 1:36 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Greg Foster Date: _____

Address: 2580 Granada Ave Mobile 36693

Phone: (251) 1000-0819 Email ✓

Date to Address City Council: 8/30/22

Subject (must be completed): COLAs f/ retired firefighters in Mobile. COLA - Cost of Living Adjustment Asking Council to include a cost of living adjustment in the budget for firefighters

Specific Questions: _____

Signature: via phone GF

CITY CLERK DEPARTMENT
2022 AUG 25 PM 12:39

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Robinson	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 4:30 PM

CITY CLERK DEPARTMENT
2022 AUG 25 AM 10: 05

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., Thursday, in order to be able to address the City Council at their Tuesday City Council Meeting about a non-agenda item. Your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: [illegible]

Your comments will be limited to three (3) minutes

Name: Angela Chavers-Robinson Date: August 25, 2022

Address: 1602 Navco Rd. Mobile, Al. 36605

Phone: (251) 471- 1518 Email: angela.robinson75@yahoo.com

Date to Address City Council: August 30,2022

Subject (must be completed): For two years now, I've been dealing with this ditch wrongfully dug by the City of Mobile Public Works Dept., with standing water, a cracked pipe, with a five gallon bucket inserted inside, and patch work done (sand, dirt, netting, and grass to dress it up). This is my third time addressing this issue. As this is the only way, I can enter and exit my yard.

Specific Questions: When will the City of Mobile, take action, to rectify this situation ?

Do I have too wait until the pipe completely gives in, before it's replaced ?

Signature: Angela C. Robinson

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/18/2022 - 9:01 AM

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 4119, 4161, 4173 and 4175 Halls Mill Road
(east side of Halls Mill Road, 210' ± south of Moore Creek drainage canal)

Pursuant to Resolution of the Mobile, Alabama City Council adopted July 26, 2022, a public hearing will be held on the 23rd day of August, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 4119, 4161, 4173 and 4175 Halls Mill Road (east side of Halls Mill Road, 210' ± south of Moore Creek drainage canal), from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-1, Light Industry District

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN SOUTH 00°-13'-00" EAST, 660.33 FEET TO A ROWE REBAR AND CAP FOUND ON THE SOUTH RIGHT-OF-WAY OF MONTLIMAR CREEK AND BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 59°-39'-33" EAST AND ALONG SAID RIGHT-OF-WAY, 287.69 FEET TO A RECOVERED CRIMP TOP, SAID POINT BEING IN THE PC OF A 616.80 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 49°-07'-55" EAST, 231.17 FEET), A DISTANCE OF 232.54 FEET TO A RECOVERED IRON CRIMP TOP; THENCE SOUTH 00°-09'-20" WEST, 149.06 FEET TO A SET ROD AND CAP (ROWE), SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10 (300 FOOT RIGHT-OF-WAY) AND BEING ON THE ARC OF A 11612.07 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD

BEARS SOUTH 55°-44'-22" WEST, 514.72 FEET), A DISTANCE OF 514.76 FEET TO A RECOVERED IRON CRIMP TOP; THENCE CONTINUING ALONG AN 11612.07 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 53°-17'-55" WEST, 325.26 FEET), A DISTANCE OF 325.27 FEET TO A ROD AND CAP (ROWE); THENCE SOUTH 89°-17'-06" WEST, LEAVING SAID NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10, 478.70 FEET TO A RECOVERED IRON CRIMP TOP; THENCE SOUTH 04°-23'-59" EAST, 281.38 FEET TO A ROD AND CAP (ROWE), SAID POINT BEING IN THE PC OF A 11672.07 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 49°-27'-21" WEST, 130.34 FEET), A DISTANCE OF 130.34 FEET TO A RECOVERED ROD AND CAP (ROWE); THENCE NORTH 40°-56'-16" WEST, 230.57 FEET; THENCE SOUTH 49°-19'-17" WEST, 33.38 FEET TO A RECOVERED ROD AND CAP (ROWE), SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF ALDEN DRIVE (50 FOOT RIGHT-OF-WAY); THENCE NORTH 40°-47'-08" WEST AND ALONG THE NORTHERN LINE OF LOT 6, LLOYD'S STATION INDUSTRIAL DEVELOPMENT VENTURE, AS RECORDED IN MAP BOOK 72, PAGE 90, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA, A DISTANCE OF 260.28 FEET TO A RECOVERED ROD AND CAP (BYRD); THENCE NORTH 89°-02'-15" EAST, 195.79 FEET; THENCE NORTH 00°-42'-00" WEST, 545.55 FEET TO A ROD AND CAP (ROWE); THENCE SOUTH 89°-27'-04" WEST, 1254.29 FEET TO A ROD AND CAP (ROWE); THENCE NORTH 00°-22'-55" WEST, 329.46 FEET; THENCE NORTH 75°-59'-53" WEST, 301.83 FEET TO A SET ROD AND CAP (ROWE), SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF HALLS MILL ROAD (RIGHT-OF-WAY VARIES); THENCE ALONG HALLS MILL ROAD AS FOLLOWS: NORTH 17°-28'-47" EAST, 218.55 FEET TO THE PC OF A 1616.46 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 24°-48'-14" EAST, 412.13 FEET), A DISTANCE OF 413.25 FEET; THENCE NORTH 88°-44'-00" EAST, 49.96 FEET TO THE PC OF A 1599.93 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 35°-06'-53" EAST, 159.91 FEET), A DISTANCE OF 160.05 FEET TO A RECOVERED ROD AND CAP (RESTER & COLEMAN); THENCE SOUTH 59°-55'-08" EAST AND ALONG THE SOUTH LINE OF LOT 1, OLD NINETY INDUSTRIAL PARK, UNIT ONE, AS RECORDED IN MAP BOOK 59, PAGE 10, SAID PROBATE RECORDS, A DISTANCE OF 395.14 FEET TO THE PC OF A 496.55 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 65°-44'-10" EAST, 99.50 FEET), A DISTANCE OF 99.67 FEET TO THE PC OF A 442.63 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 59°-59'-35" EAST, 176.39 FEET), A DISTANCE OF 177.58 FEET TO THE PC OF A 495.01 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 51°-00'-20" EAST, 43.28 FEET), A DISTANCE OF 43.29 FEET; THENCE NORTH 30°-06'-04" EAST AND ALONG THE EAST LINE OF SAID LOT 1, OLD NINETY INDUSTRIAL PARK, UNIT ONE, A DISTANCE OF 196.93 FEET TO A ROD AND CAP (ROWE), SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF MONTLIMAR CREEK; THENCE SOUTH 59°-44'-19" EAST AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1041.03 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-1, Light Industry District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-1, Light Industry District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-1, Light Industry District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 23rd day August, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the _22nd day of July, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **4119, 4161, 4173 and 4175 Halls Mill Road** (East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-1, Light Industry District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-1** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-1** districts until the following conditions have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2022

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

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

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

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The classification of said property is hereby changed from **R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District,** to **I-1, Light Industry District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning

Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-1, Light Industry District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-1, Light Industry District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Ramshead LLC (Mason Head, Agent)
4119, 4161, 4173 and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal)
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 20, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of March 17, 2022 considered the request of **Ramshead LLC (Mason Head, Agent)** for a change in zoning from **R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District,** to **I-1, Light Industry District** for the property located at **4119, 4161, 4173 and 4175 Halls Mill Road** (East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
****REVISED****

March 25, 2022

Cecil Hudson
Rowe Engineering & Surveying, Inc.
3502 Laughlin Drive
Unit B
Mobile, Alabama 36693

Re: **4119, 4161, 4173 and 4175 Halls Mill Road**
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).
Council District 4
ZON-001962-2022 (Rezoning)
Ramshead LLC (Mason Head, Agent)
Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission recommended to the City Council that the site be rezoned to I-1, Light Industry for the following reason:

1) **There is a need to increase the number of sites available to business or industry.**

The rezoning should be subject to the following conditions:

1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances**

The advertising fee for this application based on the revised legal description is $500.15. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

51896

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama, run South 00°-13'-00" East, 660.33 feet to a Rowe rebar and cap found on the South right-of-way of Montlimar Creek and being the Point of Beginning of the property herein described; thence South 59°-39'-33" East and along said right-of-way, 287.69 feet to a recovered crimp top, said point being in the PC of a 616.80 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 49°-07'-55" East, 231.17 feet), a distance of 232.54 feet to a recovered iron crimp top; thence South 00°-09'-20" West, 149.06 feet to a set rod and cap (Rowe), said point being on the Northerly right-of-way of Interstate Highway 10 (300 foot right-of-way) and being on the arc of a 11612.07 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 55°-44'-22" West, 514.72 feet), a distance of 514.76 feet to a recovered iron crimp top; thence continuing along an 11612.07 foot radius curve to the left (chord bears South 53°-17'-55" West, 325.26 feet), a distance of 325.27 feet to a rod and cap (Rowe); thence South 89°-17'-06" West, leaving said North right-of-way of Interstate Highway 10, 478.70 feet to a recovered iron crimp top; thence South 04°-23'-59" East, 281.38 feet to a rod and cap (Rowe), said point being in the PC of a 11672.07 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 49°-27'-21" West, 130.34 feet), a distance of 130.34 feet to a recovered rod and cap (Rowe); thence North 40°-56'-16" West, 230.57 feet; thence South 49°-19'-17" West, 33.38 feet to a recovered rod and cap (Rowe), said point being on the Southerly right-of-way of Alden Drive (50 foot right-of-way); thence North 40°-47'-08" West and along the Northern line of Lot 6, Lloyd's Station Industrial Development Venture, as recorded in Map Book 72, Page 90, Probate Court Records, Mobile County, Alabama, a distance of 260.28 feet to a recovered rod and cap (Byrd); thence North 89°-02'-15" East, 195.79 feet; thence North 00°-42'-00" West, 545.55 feet to a rod and cap (Rowe); thence South 89°-27'-04" West, 1254.29 feet to a rod and cap (Rowe); thence North 00°-22'-55" West, 329.46 feet; thence North 75°-59'-53" West, 301.83 feet to a set rod and cap (Rowe), said point being on the East right-of-way line of Halls Mill Road (right-of-way varies); thence along Halls Mill Road as follows: North 17°-28'-47" East, 218.55 feet to the PC of a 1616.46 foot radius curve to the right; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 24°-48'-14" East, 412.13 feet), a distance of 413.25 feet; thence North 88°-44'-00" East, 49.96 feet to the PC of a 1599.93 foot radius curve to the right; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 35°-06'-53" East, 159.91 feet), a distance of 160.05 feet to a recovered rod and cap (Rester & Coleman); thence South 59°-55'-08" East and along the South line of Lot 1, Old Ninety Industrial Park, Unit One, as recorded in Map Book 59, Page 10, said Probate Records, a distance of 395.14 feet to the PC of a 496.55 foot radius curve to the left; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 65°-44'-10" East, 99.50 feet), a distance of 99.67 feet to the PC of a 442.63 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 59°-59'-35" East, 176.39 feet), a distance of 177.58 feet to the PC of a 495.01 foot radius curve to the left; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 51°-00'-20" East, 43.28 feet), a distance of 43.29 feet; thence North 30°-06'-04" East and along the East line of said Lot 1, Old Ninety Industrial Park, Unit One, a distance of 196.93 feet to a rod and cap (Rowe), said point being on the South right-of-way line of Montlimar Creek; thence South 59°-44'-19" East and along said South right-of-way line, 1041.03 feet to the Point of Beginning.

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 24, 2022

Cecil Hudson
Rowe Engineering & Surveying, Inc.
3502 Laughlin Drive
Unit B
Mobile, Alabama 36693

Re: **4119, 4161, 4173 and 4175 Halls Mill Road**
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).
Council District 4
ZON-001962-2022 (Rezoning)
Ramshead LLC (Mason Head, Agent)
Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission recommended to the City Council that the site be rezoned to I-1, Light Industry for the following reason:

1) **There is a need to increase the number of sites available to business or industry.**

The rezoning should be subject to the following conditions:

1) **Completion of the Subdivision process; and**
2) **Full compliance with all municipal codes and ordinances**

The advertising fee for this application based on the current legal description is $1,019.55 Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 4, 2022

Cecil Hudson
Rowe Engineering & Surveying, Inc.
3502 Laughlin Drive
Unit B
Mobile, Alabama 36693

Re: **4119, 4161, 4173 and 4175 Halls Mill Road**
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).
Council District 4
ZON-001962-2022
Ramshead LLC (Mason Head, Agent)
Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

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

At its meeting on March 3, 2022, the Planning Commission considered the above referenced Planning Approval application.

After discussion, the Commission heldover the application to the March 17th meeting at the applicant's request.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

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

MOBILE CITY PLANNING COMMISSION

FEBRUARY 16, 2022

PUBLIC HEARING NOTICE

Re: **4119, 4161, 4173 and 4175 Halls Mill Road**
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).
Council District 4
ZON-001962-2022 (Rezoning)
Ramshead LLC (Mason Head, Agent)
Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 3, 2022, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION

February 16, 2022

PUBLIC HEARING NOTICE

RE: **4119, 4161, 4173 and 4175 Halls Mill Road**
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).
Council District 4
ZON-001962-2022 (Rezoning)
Ramshead LLC (Mason Head, Agent)
Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 3, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**
$100.00 (if recommended for approval, additional advertising fee required)

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

☐ **Planned Unit Development**
$150.00

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

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

Ramshead, LLC C/o Mason Head
Name

airriteinc@gmail.com
Email

12351 Highway 188, Grand Bay, AL 36541
Full Address (Street, City, State, Zip)

251-583-3136
Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Ramshead, LLC C/o Mason Head
Name

Name (other owners, optional)

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

Halls Mill Road, Mobile, AL 36693
Property Address

See attached
Parcel Number

2,415,970 sq ft +/- or 55.47 ac +/-
Property Area (acres or square feet)

I-1, R-1 & B-3
Present Zoning

I-2
Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

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

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

Mason C. Head
Applicant Signature

2/7/2022
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Mason C. Head
Applicant Signature

2/7/2022
Date

Ramshead, LLC - Halls Mill Road
Zoning Request
Tax Parcel Numbers

R023301122000069.001

R023301123000018.

R023301123000020.

R023301124000014.

APPLICATION CHECKLIST

(ZON, PUD, PLA)

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

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

REQUEST FOR ZONING CHANGE NARRATIVE

Application for Zoning Change of the subject property shown on the accompanying drawing is being submitted concurrently with a Subdivision Application to combine seven parcels described as Parcels A thru G into three legal lots of record. Parcels A thru G are currently zoned I-1 and R-1. Parcel H shown on the plat is also owned by the applicant but is already a subdivision with two legal lots of record. Parcel H is currently zoned B-3. Therefore, Parcel H is not included in the Application for Subdivision but is included in the request for zoning change. Surrounding properties along Halls Mill Road are primarily zoned I-1 consisting of businesses suited for this zoning district. The owner of the subject property has had interested buyers who require the property to be zoned I-2 to meet the needs of their business. Therefore, Zoning Statement 3 of the Planning Commission Application for Zoning Change applies as an increased need for business or industrial sites in addition to sites that are available makes it necessary and desirable to rezone the subject property to I-2.

LEGAL DESCRIPTION

STATE OF ALABAMA)

COUNTY OF MOBILE)

PARCEL "A"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek, also being the Point of Beginning; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set; thence run South 88°-44'-00" West, 417.16 feet to a HMR capped rebar set; thence run South 89°-27'-16" West, 1251.29 feet to a 5/8" crimped top iron found on the East line of Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama; thence run North 00°-22'-55" West, 1035.49 feet to a 5/8" crimped top iron found; thence run North 89°-03'-59" East, 192.96 feet to a HMR capped rebar set on the South line of Lot 1, Old Ninety Industrial Park, Unit One, as recorded in Map Book 59 Page 10, in the Office of the Judge of Probate, Mobile County, Alabama; thence run South 60°-03'-25" East, along said South line of Lot 1, Old Ninety Industrial Park, Unit One, 240.72 feet to a HMR capped rebar set and a non-tangent curve to the right having a radius of 496.55 feet, a delta angle of 11°-30'-01", a chord of which bears South 65°-44'-10" East, 99.50 feet and an arc distance of 99.67 feet to a HMR capped rebar set; thence run Southeasterly along said South line of Lot 1, Old Ninety Industrial Park, Unit One, and along a curve to the left having a radius of 442.63 feet, a delta angle of 22°-59'-11", a chord of which bears South 59°-59'-36" East, 176.39 and an arc distance of 177.58 feet to a HMR capped rebar set; thence continue Southeasterly along a curve to the right having a radius of 495.01 feet, a delta angle of 05°-00'-40", a chord of which bears South 51°-00'-20" East, 43.28 feet and an arc distance of 43.29 feet to a HMR capped rebar set; thence run North 30°-06'-04" East, leaving said South line of Lot 1, Old Ninety Industrial Park, Unit One, 196.93 feet to a 1½" open top iron found on the South right-of-way of Montlimar Creek; thence run South 59°-44'-19" East, along said South right-of-way of Montlimar Creek, 1041.03 feet to the Point of Beginning. Containing 30.03 ± acres, more or less.

PARCEL "B"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set; thence run South 88°-44'-00" West, 417.16 feet to a HMR capped rebar set; thence run South 89°-27'-16" West, 1251.29 feet to a 5/8" crimped top iron found on the East line of Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama; thence run North 00°-22'-55" West, 329.24 feet to a HMR capped rebar set and the Point of Beginning; thence run North 75°-59'-53" West, 301.83 feet to a HMR capped rebar set on the East right-of-way of Halls Mill Road; thence run North 17°-28'-47" East, along said East right-of-way Halls Mill Road, 218.55 feet to a HMR capped rebar set; thence run Northeasterly along said East right-of-way Halls Mill Road and along a curve to the right having a radius of 1616.46 feet, a delta angle of 00°-11'-37", a chord of which bears North 17°-34'-36" East, 5.46 feet, and an arc distance of 5.46 feet to a HMR capped rebar set; thence run South 85°-50'-36" East, leaving said East right-of-way of Halls Mill Road, 224.36 feet to a HMR capped rebar set; thence run South 00°-22'-55" East, 270.44 feet to the Point of Beginning. Containing 1.47 ± acres, more or less.

PARCEL "C"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set; thence run South 88°-44'-00" West, 417.16 feet to a HMR capped rebar set; thence run South 89°-27'-16" West, 1251.29 feet to a 5/8" crimped top iron found on the East line of Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama; thence run North 00°-22'-55" West, 599.68 feet to a HMR capped rebar set and the Point of Beginning; thence run North 85°-50'-36" West, 224.36 feet to a HMR capped rebar set on the East right-of-way of Halls Mill Road; thence run Northeasterly and along a non-tangent curve to the right having a radius of 1616.46 feet, a delta angle of 14°-27'-15", a chord of which bears North 24°-54'-02" East, 406.71 feet, and an arc distance of 407.79 feet to a HMR capped rebar set; thence run North 88°-44'-00" East, leaving said East right-of-way of Halls Mill Road, 49.96 feet to a HMR capped rebar set; thence run South 00°-22'-55" East, 386.28 feet to the Point of Beginning. Containing 1.28 ± acres, more or less.

PARCEL "D"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set; thence run South 88°-44'-00" West, 417.16 feet to a HMR capped rebar set; thence run South 89°-27'-16" West, 1251.29 feet to a 5/8" crimped top iron found on the East line of Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama; thence run North 00°-22'-55" West, 985.96 feet to a HMR capped rebar set and the Point of Beginning; thence run South 88°-44'-00" West, 34.67 feet to a HMR capped rebar set; thence run Northeasterly along the East right-of-way of Halls Mill Road and along a non-tangent curve to the right having a radius of 1599.93 feet, a delta angle of 02°-09'-02", a chord of which bears North 33°-09'-27" East, 60.05 feet, and an arc distance of 60.05 feet to a ½" rebar found; thence run North 89°-03'-59" East, leaving said East right-of-way of Halls Mill Road, 1.49 feet to a 5/8" crimped top iron found; thence run South 00°-22'-55" East, 49.53 feet to the Point of Beginning. Containing 0.02 ± acres, more or less.

PARCEL "E"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set; thence run South 88°-44'-00" West, 417.16 feet to a HMR capped rebar set; thence run South 89°-27'-16" West, 1251.29 feet to a 5/8" crimped top iron found on the East line of Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama; thence run North 00°-22'-55" West, 1035.48 feet to a HMR capped rebar set and the Point of Beginning; thence run Northeasterly along the East right-of-way of Halls Mill Road and along a non-tangent curve to the right having a radius of 1599.93 feet, a delta angle of 03°-35'-40", a chord of which bears North 36°-01'-48" East, 100.36 feet, and an arc distance of 100.37 feet to a 1" open top iron found; thence run South 60°-03'-25" East, leaving said East right-of-way of Halls Mill Road, 156.25 feet to a HMR capped rebar set; thence run South 89°-03'-59" West, 192.96 feet to the Point of Beginning. Containing 0.18 ± acres, more or less.

PARCEL "F"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set, and the Point of Beginning; thence continue South 00°-12'-15" West, 347.19 feet to a 5/8" crimped top iron found on the North right-of-way of Interstate Highway 10; thence run Southwesterly along said North right-of-way of Interstate Highway 10 and a non-tangent curve to the right having a radius of 11,612.07 feet, a delta angle of 01°-36'-18", a chord of which bears South 53°-17'-55" West, 325.26 feet, and an arc distance of 325.27 feet to a HMR capped rebar set; thence run South 89°-17'-06" West, leaving said North right-of-way of Interstate Highway 10, 478.70 feet to a HMR capped rebar set; thence run Southwesterly along a non-tangent curve to the right having a radius of 11,672.07 feet, a delta angle of 03°-38'-23", a chord of which bears South 49°-27'-21" West, 130.34 feet, and an arc distance of 130.34 feet to a HMR capped rebar set; thence run North 41°-19'-18" West, 233.36 feet to a 5/8" Rowe capped rebar found; thence run South 49°-10'-48" West, 33.30 feet to a 5/8" Rowe capped rebar found; thence run North 40°-47'-08" West, 259.88 feet to a 5/8" Rowe capped rebar found; thence run North 89°-17'-06" East, 198.11 feet to a HMR capped rebar set; thence run North 01°-13'-30" West, 545.63 feet to a HMR capped rebar set; thence run North 89°-27'-16" East, 563.72 feet to a HMR capped rebar set; thence run North 88°-44'-00" East, 417.16 feet to the Point of Beginning. Containing 13.54 ± acres, more or less.

PARCEL "G"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek also being the Point of Beginning; thence run South 59°-55'-59" East, along said South right-of-way of Montlimar Creek, 287.00 feet to a HMR capped rebar set; thence run Southeasterly along said South right-of-way of Montlimar Creek and a curve to the right having a radius of 616.80 feet, a delta angle of 21°-36'-07", a chord of which bears South 49°-07'-55" East, 231.17 feet, and an arc distance of 232.55 feet to a HMR capped rebar set; thence run South 00°-09'-20" West, leaving said South right-of-way of Montlimar Creek, 149.06 feet to a HMR capped rebar set on the North right-of-way of Interstate Highway 10; thence run Southwesterly along said North right-of-way of Interstate Highway 10 and a non-tangent curve to the left having a radius of 11,612.07 feet, a delta angle of 02°-32'-24", a chord of which bears South 55°-44'-22" West, 514.72 feet, and an arc distance of 514.76 feet to a 5/8" open top iron found; thence run North 01°-12'-15" East, leaving said North right-of-way of Interstate Highway 10, 347.19 feet to a HMR capped rebar set; thence continue North 01°-12'-15" East, 386.73 feet to the Point of Beginning. Containing 4.46 ± acres, more or less.

PARCEL "H"

Commencing at the Northeast corner of the Southwest Quarter of Section 12, Township 5 South, Range 2 West, Mobile County, Alabama; thence run South 00°-13'-00" East, 660.33 feet to a 5/8" Rowe capped rebar found on the South right-of-way of Montlimar Creek; thence run South 00°-12'-15" West, leaving said South right-of-way of Montlimar Creek, 386.73 feet to a HMR capped rebar set; thence run South 88°-44'-00" West, 417.16 feet to a HMR capped rebar set; thence run South 89°-27'-16" West, 1251.29 feet to a 5/8" crimped top iron found on the East line of Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama also being the Point of Beginning of the herein described property; thence South 00°-22'-55" East, 145.61 feet; thence South 89°-14'-21" West, 459.56 feet to a point on the Eastern right-of-way line of Halls Mill Road (right-of-way varies); thence North 17°-46'-52" East and along said East right-of-way line, 578.30 feet to a point on the South line of Parcel B; thence South 75°-59'-53" East and along the South line of said Parcel B, 290.05 feet to a point on the West line of Parcel A; thence South 00°-22'-55" East and along the West line of said Parcel A, 329.08 feet to the Point of Beginning. Said property being the same as Lot 1 and 2, Syble Watson Subdivision, as recorded in Map Book 107, Page 70, in the Office of the Judge of Probate, Mobile County, Alabama.

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PARCEL #: 33 01 12 2 000 069.001
OWNER: RAMSHEAD LLC
ADDRESS: 12351 HWY 188 GRAND BAY AL 36541
LOCATION:

CM01 Land: **2,600** Acres: **0.174**
Baths: **0.0** Bed Rooms: **0** Imp: **0**
H/C Sqft: **0** Land Sch: **MT/51** Total: **2,600**
Sales Info: **06/14/2005 $400,000**

[1 / 1 Records] Processing...

Tax Year : 2021

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

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KIM HASTIE
Revenue Commissioner
MOBILE COUNTY
3925 Michael Blvd Suite G
MOBILE, AL 36609
: (251) 574 8530

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
6/14/2005	$400,000	WD5806-1207		
6/19/1996	$0	WD4408-935		
8/29/1990	$992,000	FD3614-491		
8/1/1984	$0	WD2650-925		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2023	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541-5805
2022	RAMSHEAD LLC	5540 BUSINESS PARK WAY, THEODORE AL - 36582-1616
2021	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2020	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2019	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2018	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2017	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2016	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2015	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2014	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2013	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2012	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2011	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2010	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2009	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2008	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2007	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2006	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2005	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691
2004	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691
2003	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691
2002	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691

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PARCEL #: 33 01 12 3 000 020.XXX
OWNER: RAMSHEAD LLC
ADDRESS: 12351 HWY 188 GRAND BAY AL 36541
LOCATION:

CM01 Baths: **0.0** H/C Sqft: **0**
Land: **575,400** Bed Rooms: **0** Land Sch: **MT/51**
Acres: **46.035** Imp: **0** Total: **575,400**
Sales Info: **06/14/2005 $400,000**

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Tax Year : 2021

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
6/14/2005	$400,000	WD5806-1207		
6/19/1996	$0	WD4408-935		
8/29/1990	$992,000	FD3614-491		
9/1/1988	$335,000	WD3363-577		
8/1/1984	$0	WD2650-925		
9/1/1972	$0	1170-847		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2023	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541-5805
2022	RAMSHEAD LLC	5540 BUSINESS PARK WAY, THEODORE AL - 36582-1616
2021	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2020	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2019	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2018	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2017	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2016	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2015	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2014	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2013	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2012	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2011	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2010	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2009	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2008	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2007	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2006	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2005	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691
2004	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691
2003	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691
2002	FOLIAGE INC	P O BOX 9337, MOBILE AL - 36691

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: (251) 574 8530

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PARCEL #: 33 01 12 3 000 018.XXX
OWNER: RAMSHEAD LLC
ADDRESS: 12351 HIGHWAY 188 GRAND BAY AL 36541
LOCATION: 4175 HALLS MILL RD

[MISCIMP-A0] Baths: **0.0** H/C Sqft: **0**
CM00 Bed Rooms: **0** Land Sch: **MT/52**
Land: **96,300** Imp: **42,700** Total: **139,000**
Acres: **4.422** Sales Info: **10/06/2016 $573,600**

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Tax Year : 2021

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MOBILE, AL 36609
: (251) 574 8530

SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
10/6/2016	$573,600	7449-1791	SHEFFIELD GAIL	HOOVER WATSON TESTAMENTARY TRUST
11/4/2011	$163,000	6829-1748	WATSON HOOVER	RAMSHEAD LLC
5/12/1992	$36,280	WD3890-651		
11/1/1969	$0	940-795		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2023	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2022	RAMSHEAD LLC	5540 BUSINESS PARK WAY, THEODORE AL - 36582-1616
2021	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2020	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2019	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2018	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2017	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2016	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2015	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2014	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2013	RAMSHEAD LLC C/O RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2012	WATSON JAMES HOOVER C/O RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2011	WATSON JAMES HOOVER	10005 ARGYLE RD, IRVINGTON AL - 36544
2010	WATSON JAMES HOOVER	10005 ARGYLE RD, IRVINGTON AL - 36544
2009	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2008	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2007	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2006	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2005	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2004	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2003	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2002	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544

OWNERSHIP CHANGES:

Eff. Date	Tax Year	Entity Name.	Mailing Address
11/4/2011 12:00:00 AM	2013	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541

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PARCEL #: 33 01 12 4 000 014.XXX
OWNER: RAMSHEAD LLC
ADDRESS: 12351 HIGHWAY 188 GRAND BAY AL 36541-5805
LOCATION:

UN00
Land: **23,200**
Acres: **4.640**
Baths: **0.0**
Bed Rooms: **0**
Imp: **0**
Sales Info: **03/24/2005 $0**
H/C Sqft: **0**
Land Sch: **MT/91**
Total: **23,200**

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Tax Year : 2021

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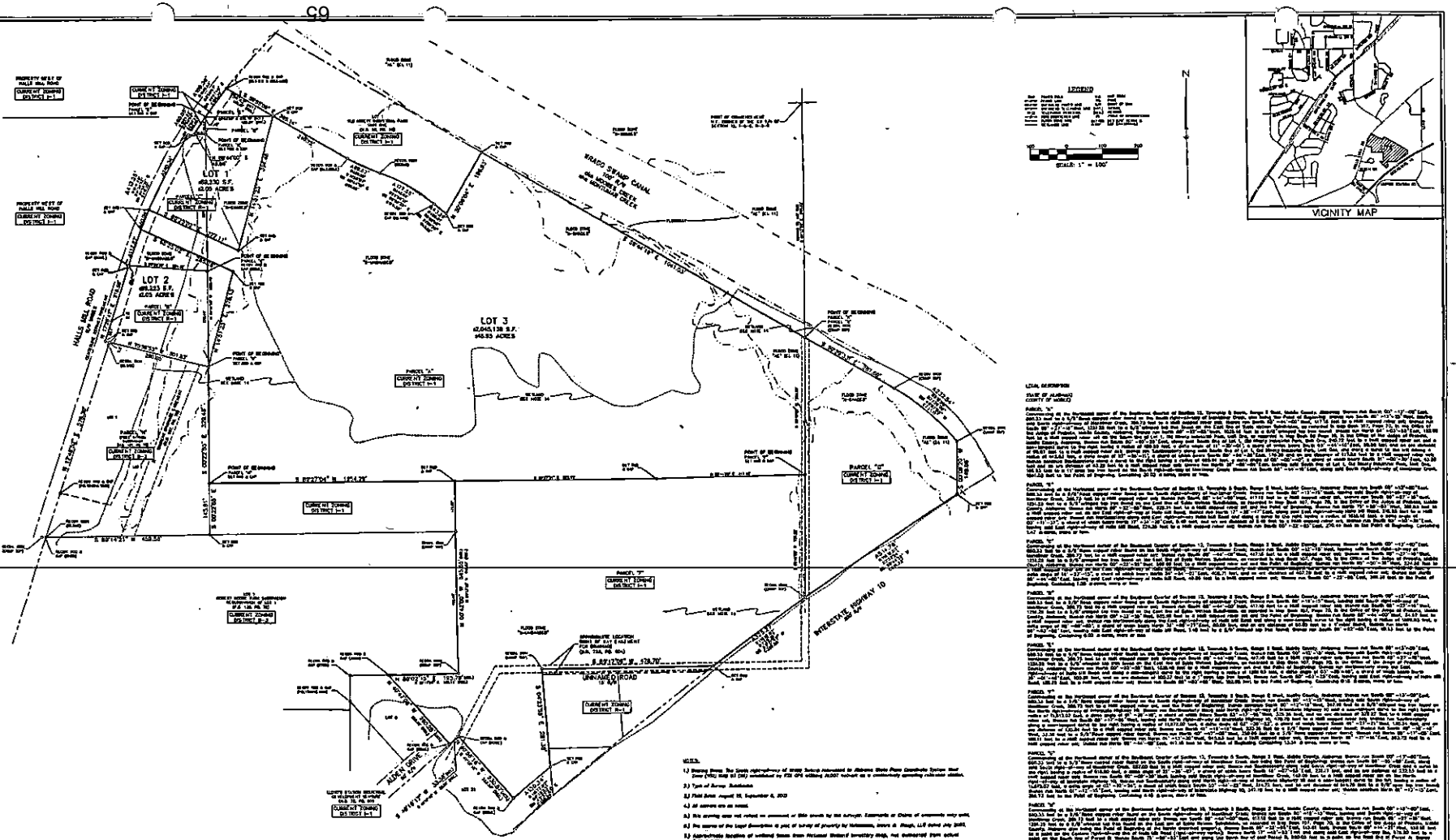
SALES INFORMATION

SALES HISTORY:

Sale Date	Price	Deed	Grantor	Grantee
3/24/2005	$0	WD5750-1327		
1/23/1996	$159,544	WD4326-969		
10/14/1994	$66,658	AD4205-746		
1/1/1900	$0	WD0-0		

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2023	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2022	RAMSHEAD LLC	5540 BUSINESS PARK WAY, THEODORE AL - 36582-1616
2021	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2020	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2019	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2018	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2017	RAMSHEAD LLC C/O RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2016	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
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2009	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2008	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2007	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2006	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2005	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2004	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2003	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2002	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

PARCEL "A"

PARCEL "B"

PARCEL "C"

PARCEL "D"

PARCEL "E"

PARCEL "F"

PARCEL "G"

PARCEL "H"

PARCEL "I"

NOTES:

1) Bearing Basis: The South right-of-way of HALLS MILL ROAD, as monumented, as shown on Survey of Lot 1, Halls Mill Road Subdivision, as recorded in Map Book 72, Page 100, in the Office of the Judge of Probate, Mobile County, Alabama.

2) Type of Survey: Subdivision.

3) Field Work: August 30, September 6, 2022

4) All corners are as noted.

5) This drawing does not reflect or represent or title issues by the surveyor. Easements or Chains of ownership may exist.

6) The source of the Legal Description is part of survey of property for Mobilehead, Jason A. Waugh, LLS dated July 2022.

7) Approximate location of wetland lines from National Wetland Inventory map, not delineated from actual field survey.

8) Flood Zone: Flood Hazard Area "X-Unshaded", "X-Shaded", and "AE" (EL 11) according to Flood Rate Insurance Rate Map No. 01097C0015L, dated June 6, 2018, determined by graphic plotting.

ZONING CHANGE REQUEST

MAINSHEAD, LLC

ROWE
ENGINEERING & SURVEYING

SCALE: 1" = 100'

FEBRUARY 6, 2023

Robert Moore
4213 Halls Mill Rd
Mobile, AL 36693-5618

Ramshead, LLC
12351 Highway 188
Grand Bay, AL 36541-5805

Rebecca Reeves, et al
239 River Reach Dr
Swansboro, NC 28584

Consolidated Pipe & Supply
P.O. Box 2472
Birmingham, 35201

Lawrence & Rose Markow
C/o Consolidated Pipe & Supply
P.O. Box 2472
Birmingham, 35201

Health Properties Investments, Inc
6207 Cottage Hill Rd, Ste G
Mobile, AL 36609

M & F Investments, LLC
2682 Olivet Church Rd
Paducah, KY 42001

TLC Properties, Inc
C/o The Lamar Companies
P.O. Box 66338
Baton Rouge, LA 70896-6338

Loretta Bradley
19370 Fleming St
Detroit, MI 48234

Mike Hoffmans Equipment
4109 Halls Mill Rd
Mobile, AL 36693-5615

Omega Healthcare Investors
303 International Circle, Ste 200
Hunt Valley, MD 21030

Ferguson Enterprises, Inc
751 Lakefront Commons
Newport, VA 23606

Tensaw Land & Timber Co., Inc
3511 Montlimar Plaza Dr
Mobile, AL 36609

Brim Construction Group, Inc
P.O. Box 9491
Mobile, AL 36691-0491

Meador Contracting Co.
C/o Mackinnon Paper Co., Inc
10225 Highway 45
Chunchula, AL 36521

Bradley Ellison
4470 Cypress Shores Dr
Mobile, AL 36619-9783

DS Waters of America, Inc
2300 Windy Ridge Pkwy, Ste 500 N
Atlanta, GA 30339

City of Mobile
Board of Water & Sewer Commissioners
P.O. Box 180249
Mobile, AL 36618-0249

Charles Goldsby
C/o Leon Turner
229 B Street
Prichard, AL 36610

Charles & Carol Floyd
7950 Dedicated Rd
Grand Bay, AL 36541-3840

William Bassett, Jr
1528 Azalea Rd
Mobile, AL 36693

Jean Crawford
480 Stanton Rd
Mobile, AL 36617

Mary Cathryn Wertz
2254 Moss Creek Ct
Mobile, AL 36695

Milton Green & Audrey Battles
P.O. Box 2081
Turlock, CA 95381-2081

Walter & Clara Frazier
2020 Nicholas Ln
Mobile, AL 36605-3012

Arthur & Donah Cross
3030 Lees Ln
Mobile, AL 36693

Howard Carroway
Dba Built by Request
2403 South Octavia Dr
Mobile, AL 36605

Rowe Engineering & Surveying
3502 Laughlin Drive, Suite B
Mobile, AL 36693

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: March 17, 2022

APPLICANT NAME Ramshead, LLC (Mason Head, Agent)

SUBDIVISION NAME Ramshead Subdivision

LOCATION 4119, 4161, 4173, and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District

PROPOSED ZONING I-2, Heavy Industry District

AREA OF PROPERTY 3 Lots / 51.0± Acres (Subdivision)
5 Lots / 55.4± Acres (Rezoning)

CONTEMPLATED USE Subdivision Approval to create three legal lots of record from seven metes-and-bounds parcels; and Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District to I-2, Heavy Industry District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Check the original file for the plat. There appears to be three (3) "seams" running vertical that has made some of the text and line work illegible.
B. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
C. Provide a written description for the subdivision boundary.

D. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
F. Show and label each and every Right-Of-Way and easement. The 15' wide ROW along the UNNAMED ROAD should not be shown as part of LOT 3.
G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) the proposed LOTS will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, & LOT 3 – 20,000 sf.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.
J. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS 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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT None provided.

REMARKS The applicant is requesting Subdivision Approval to create a three legal lots of record from seven metes-and-bounds parcels; and Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District to I-2, Heavy Industry District.

The site has been given Low Density Residential (LDR), Parks and Open Space (POS), and Light Industry (LI) land use designations, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Low Density Residential (LDR)

Low Density Residential land use designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

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

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

Light Industry (LI)

This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Parks and Open Space (POS)

This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways and blueways, and other recreational areas and facilities that are accessible to the public. Open

space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

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

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create three legal lots of record from seven metes-and-bounds parcels. The lot sizes are depicted in square feet and acres on the plat, and exceed the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot sizes in square feet and acres should be retained on the Final Plat.

The site has frontage along Halls Mill Road, Interstate 10, and an unimproved, unnamed road. Halls Mill Road is a minor arterial road, according to the Major Street Plan, and as such, should have a 70-foot right-of-way. The preliminary plat depicts the right-of-way as varying, therefore, if approved, the Final Plat should be revised to depict dedication to provide 35-feet from the centerline of Halls Mill Road. Interstate 10 is shown as having a compliant right-of-way of 300-feet, making no dedications necessary. The unimproved, unnamed road to the South of the site is depicted as having an existing 15-foot right-of-way. As the road has not been constructed, and is unlikely to be built given its location, it is suggested that the applicant have the right-of-way vacated, and incorporated into the property. If the applicant does not wish to have the right-of-way vacated, it is recommended that in lieu of dedication, the Final Plat be revised to depict an increased setback of 50-feet along the unnamed road to allow for sufficient right-of-way in the future, should the street be constructed.

The preliminary plat appears to illustrate the 25-foot minimum building setback line along Halls Mill Road, but not Interstate 10 (or the unnamed right-of-way). If approved, the setback should be depicted and labeled along all rights-of-way on the Final Plat.

In regards to access management, a note stating Traffic Engineering comments should be placed on the Final Plat, if approved.

Proposed Lot 3 is illustrated as a flag lot, with a 60-foot wide, 285-foot long "pole" connecting the property to Halls Mill Road. Flag lots are not common in the area, therefore approval of the lot as proposed will require a waiver of Section V.D.1. of the Subdivision Regulations.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, I-1, Light Industry District and R-1, Single-Family Residential District; to the South, by B-3 Community Business District, I-1, and R-1; to the West by B-3 and I-1; and to the East, by R-1.

The applicant states the following to address the rational for the zoning request:

> *Application for Zoning Change of the subject property shown on the accompanying drawing is being submitted concurrently with a Subdivision Application to combine seven parcels described as Parcels A thru G into three legal lots of record. Parcels A thru G are currently zoned I-1 and R-1. Parcel H shown on the plat is also owned by the applicant but is already a subdivision with two legal lots of record. Parcel H is currently zoned B-3. Therefore, Parcel H is not included in the Application for Subdivision but is included in the request for zoning change. Surrounding properties along Halls Mill Road are primarily zoned I-1 consisting of businesses suited for this zoning district. The owner of the subject property has had interested buyers who require the property to be zoned I-2 to meet the needs of their business. Therefore, Zoning Statement 3 of the Planning Commission Application for Zoning Change applies as an increased need for business or industrial sites in addition to sites that are available makes it necessary and desirable to rezone the subject property to I-2.*

Section 64-9.A.2.a. of the Zoning Ordinance states that new I-2 districts should contain a minimum of four (4) acres, unless abutting an existing industrially zoned property. As the proposed lot to be rezoned is 55± acres, and abuts industrial zoning, this site exceeds the minimum size recommendations for the creation of a new I-2 district.

The applicant states that there is a need to increase the number of sites available to business or industry which makes the proposed rezoning necessary and desirable. However, there are no specific businesses proposed to be located at the subject site to indicate why I-2 zoning is needed.

While the General Land Use Plan calls out three categories for this site (Low Density Residential, Light Industry and Parks and Open Space), the "highest" category is Light Industry. Moreover, although the site exceeds the minimum size recommendation for the creation of a free-standing I-2 district; the Zoning Ordinance also states that I-2 districts are located for convenient access from existing and future arterial thoroughfares. Access to the site is via Halls Mill Road only, which is a "Minor Arterial Road;" not a Major Street. While the site has "frontage" on I-10, access to I-10 is three miles away, and access to I-65 is over two miles away. It should also be noted that most of the site as illustrated on the Environmental Locator Map is composed of wetlands and all of the "frontage" along I-10 consists of wetlands.

Based on the all the above factors, it seems that I-1, Light Industrial is the more appropriate designation for the site.

RECOMMENDATION

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

1) either vacation of the unnamed road, or provision of a 50-foot setback from the unnamed road;
2) retention of the lot sizes in square feet and acres;
3) retention of the 25-foot minimum building setback lines along Halls Mill Road and Interstate 10;
4) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Review and revise the distance labels for the east and west property lines to verify the distance to the reference monument on the east and west property lines. C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. D. Show and label all flood zones. New maps went into effect on June 5, 2020. E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. BFE = 20'. F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. G. Provide the Surveyor's Certificate. H. Provide the Surveyor's and Owner's (notarized) signatures. I. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 25 - #78) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,400 sf. J. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water*

Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. K. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. L. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. M. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. N. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. P. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

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

Rezoning: Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to **I-1, Light Industry** for the following reason:

1) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following conditions:

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

Revised for the March 17th meeting:

The subject applications were heldover by the Planning Commission at the applicants' request. The applicant has since advised staff that they are agreeable to the recommended I-1, Light Industry Zoning District.

RECOMMENDATION

Subdivision: *Based upon the preceding, the application is recommended for Tentative Approval, with a waiver of Section V.D.1. of the Subdivision Regulations subject to the following:*

1) *either vacation of the unnamed road, or provision of a 50-foot setback from the unnamed road;*
2) *retention of the lot sizes in square feet and acres;*
3) *retention of the 25-foot minimum building setback lines along Halls Mill Road and Interstate 10;*
4) *full compliance with Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Review and revise the distance labels for the east and west property lines to verify the distance to the reference monument on the east and west property lines. C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. D. Show and label all flood zones. New maps went into effect on June 5, 2020. E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. BFE = 20'. F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. G. Provide the Surveyor's Certificate. H. Provide the Surveyor's and Owner's (notarized) signatures. I. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 25 - #78) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,400 sf. J. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. K. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. L. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. M. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. N. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and*

LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. P. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

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

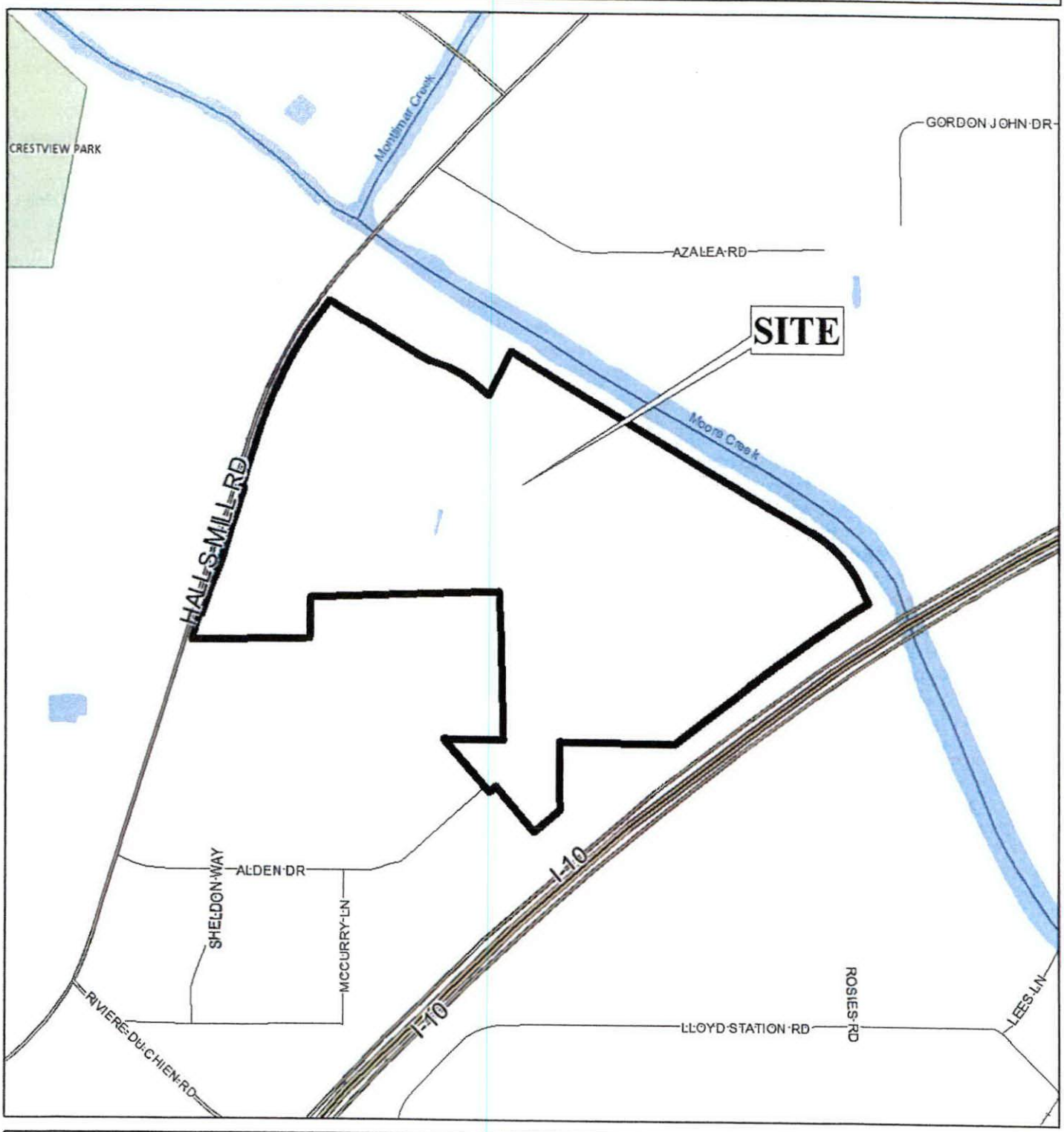
Rezoning: *Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to* ***I-1, Light Industry*** *for the following reason:*

1) *there is a need to increase the number of sites available to business or industry.*

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 3 DATE March 17, 2022

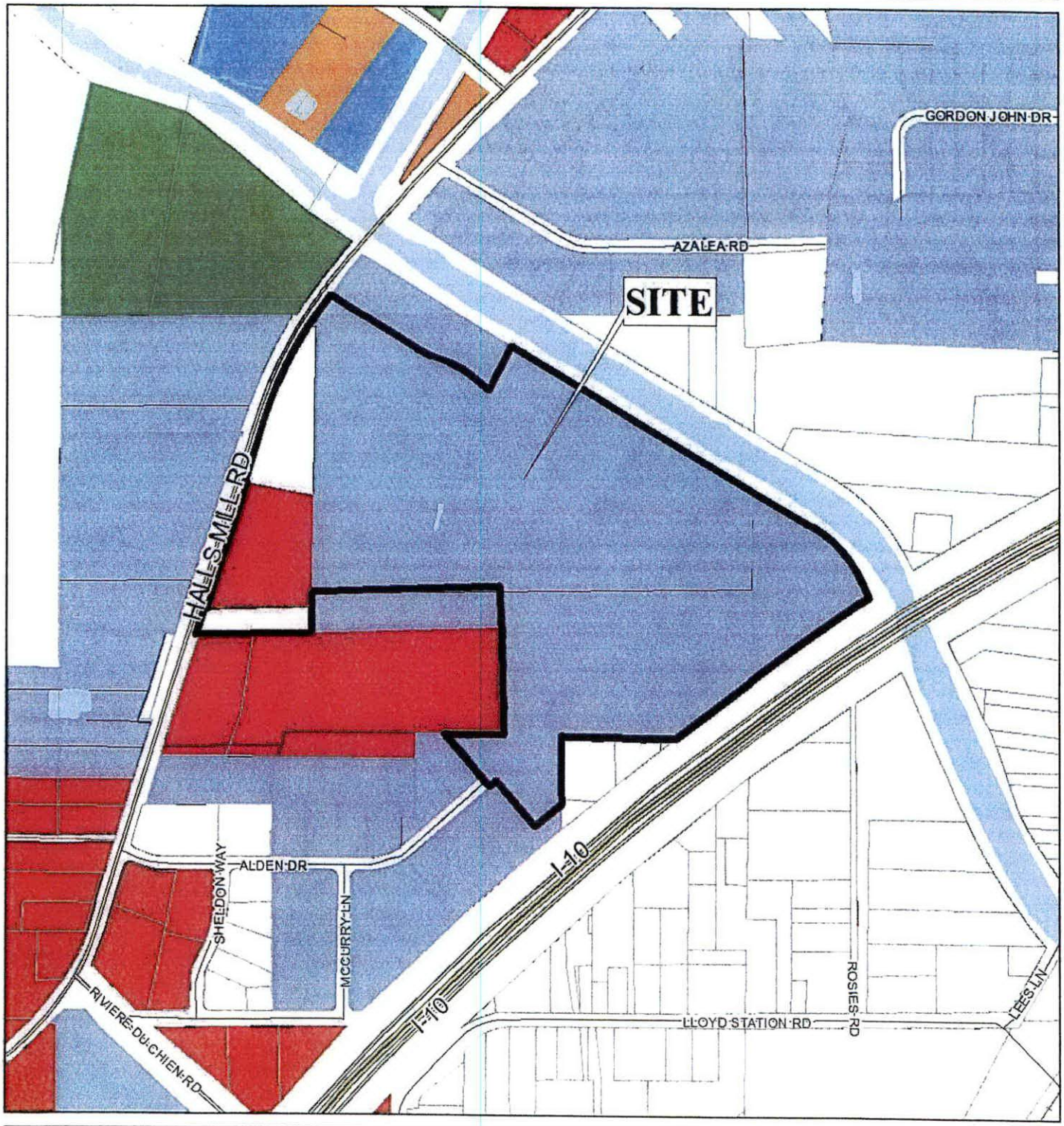
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE March 17, 2022

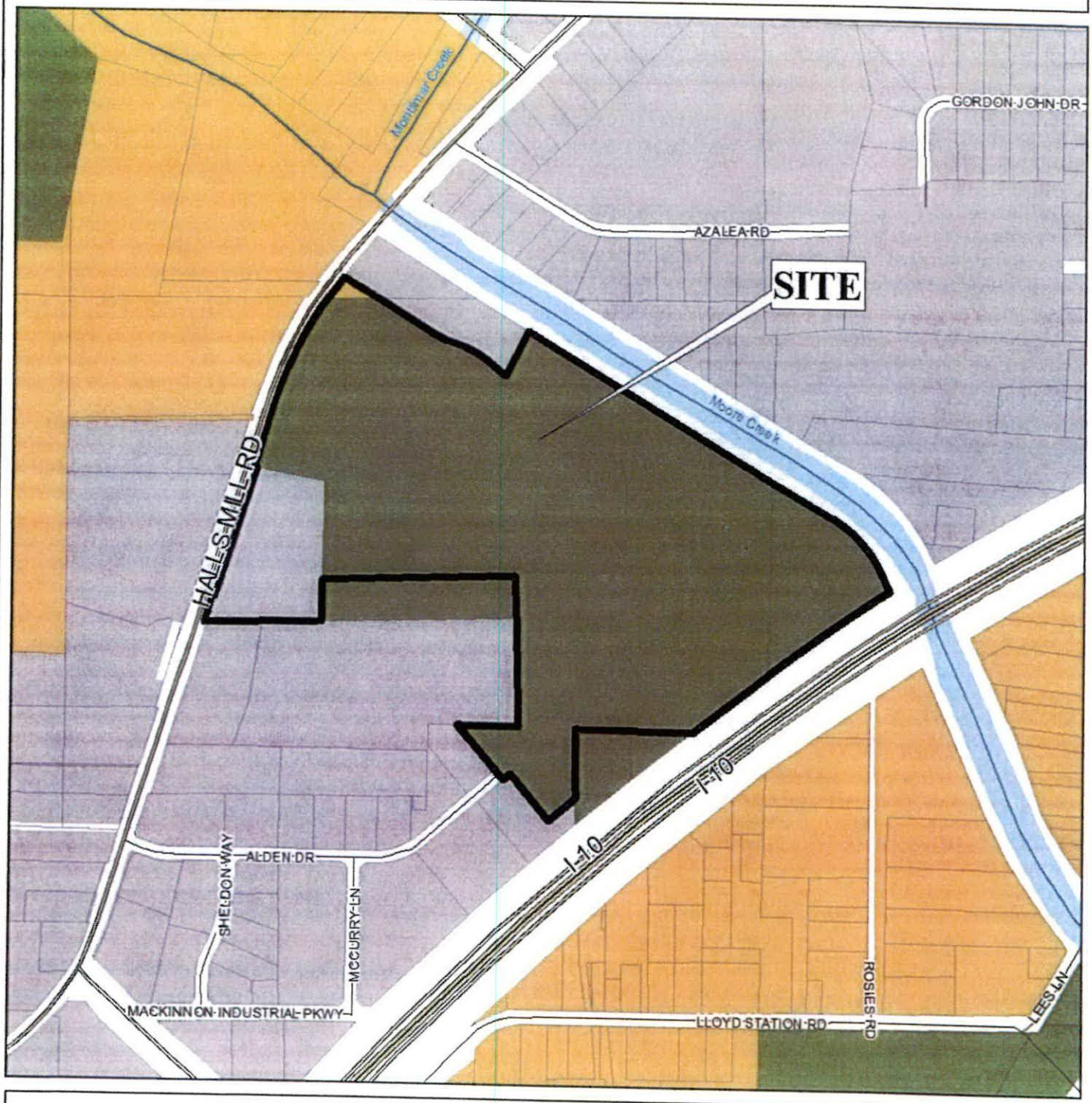
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

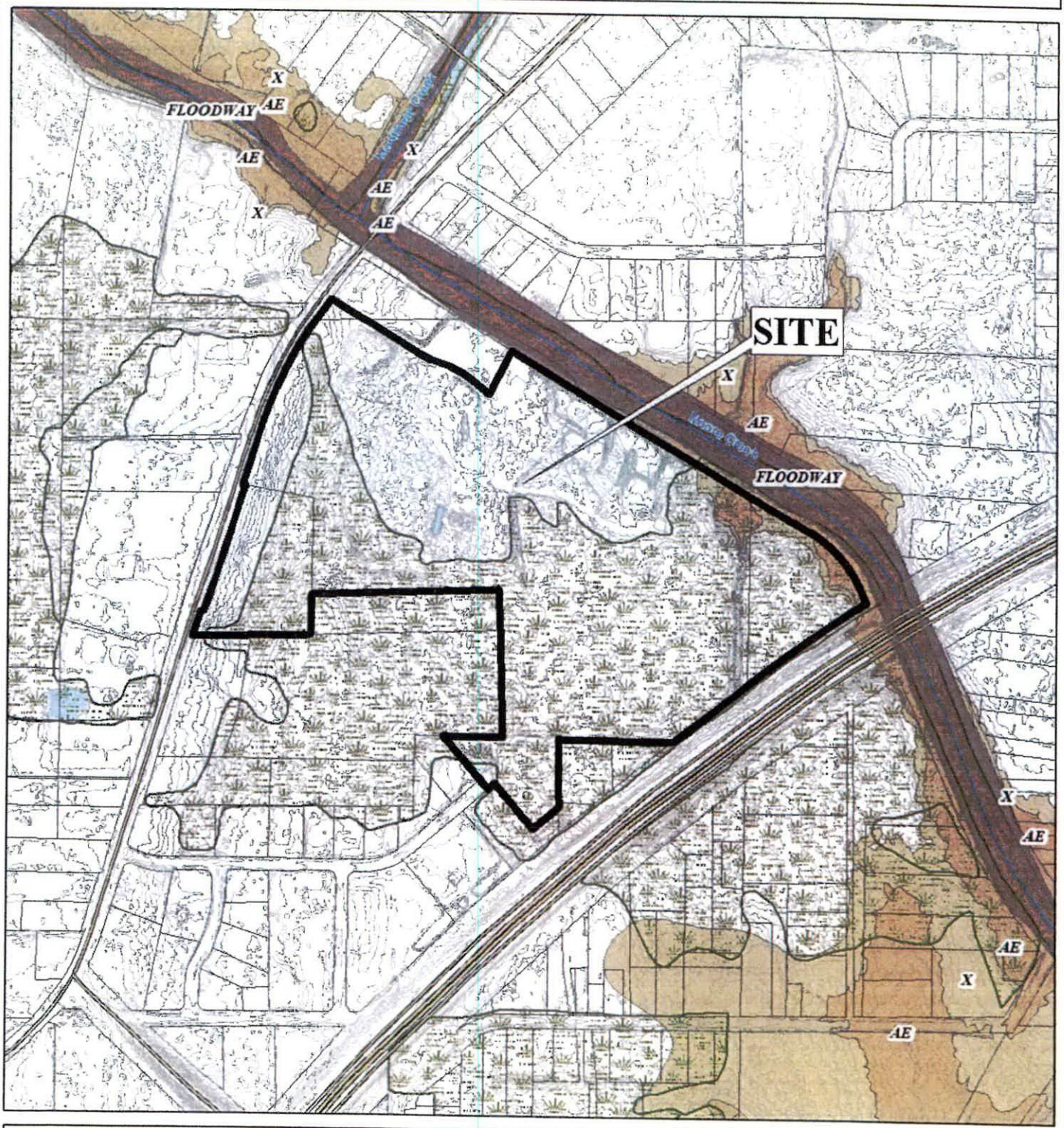
REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 3 DATE March 17, 2022

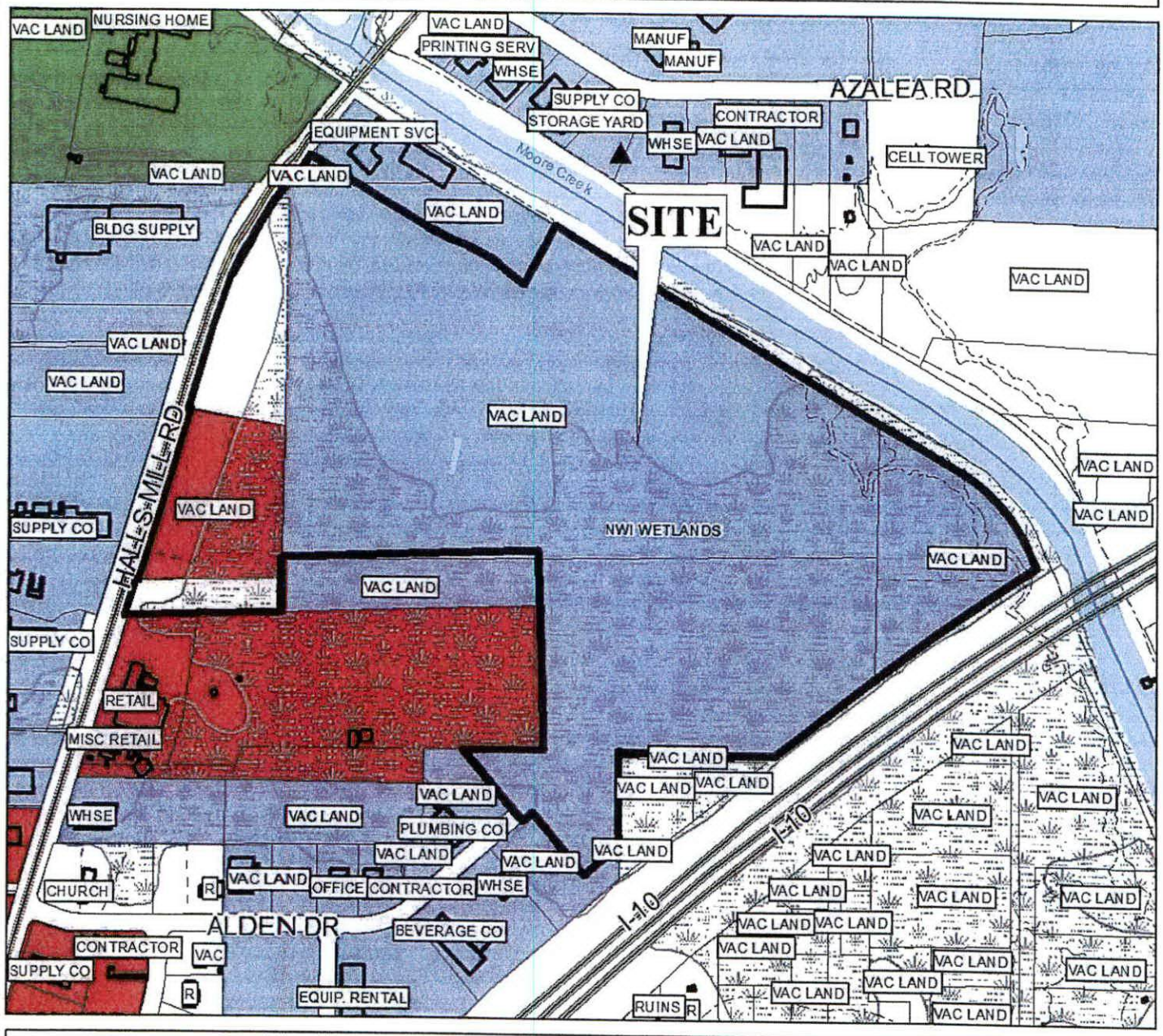
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 3 DATE March 17, 2022

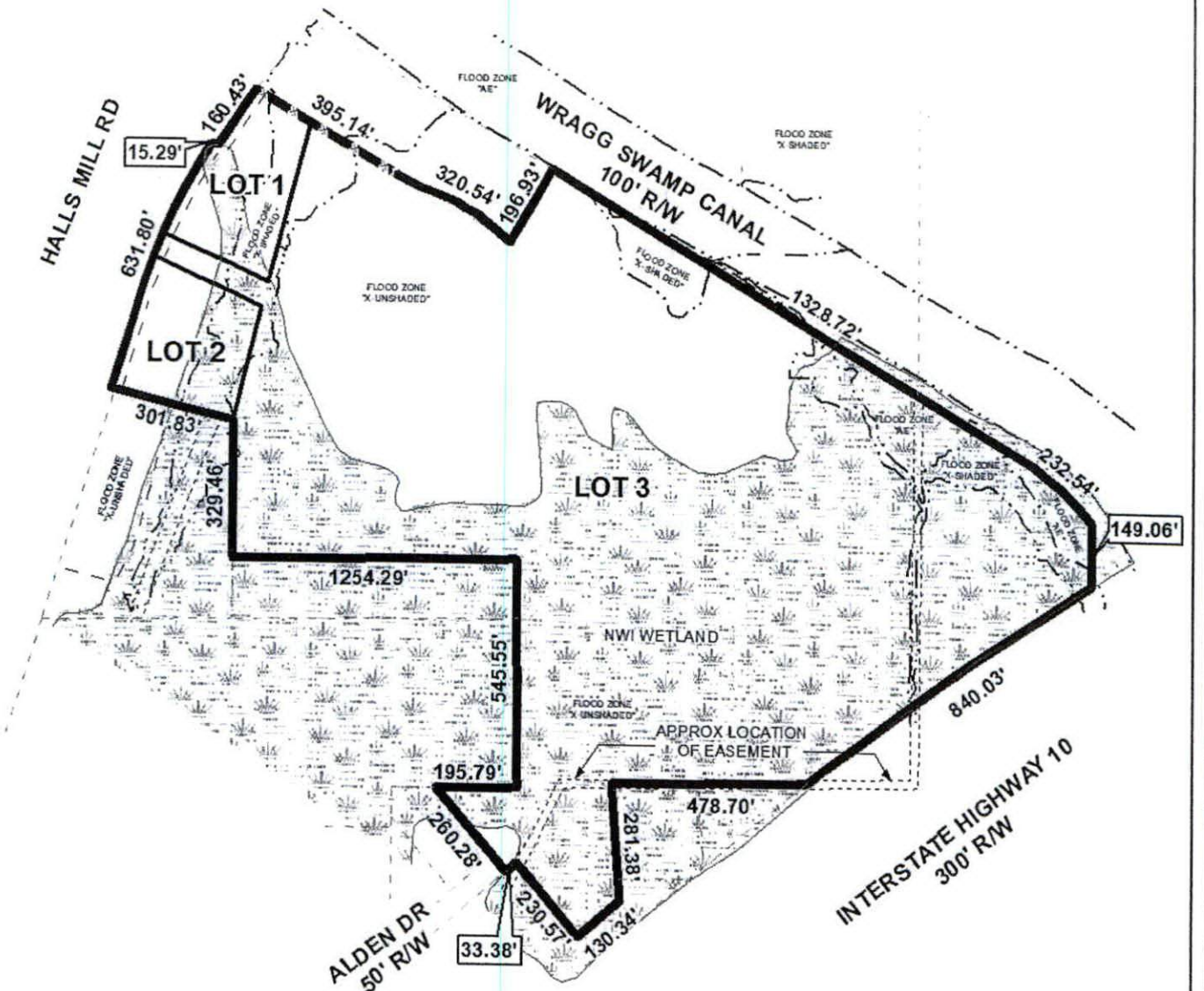
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

SITE PLAN



The site plan illustrates proposed lots and right of way easement.

APPLICATION NUMBER 3 DATE March 17, 2022

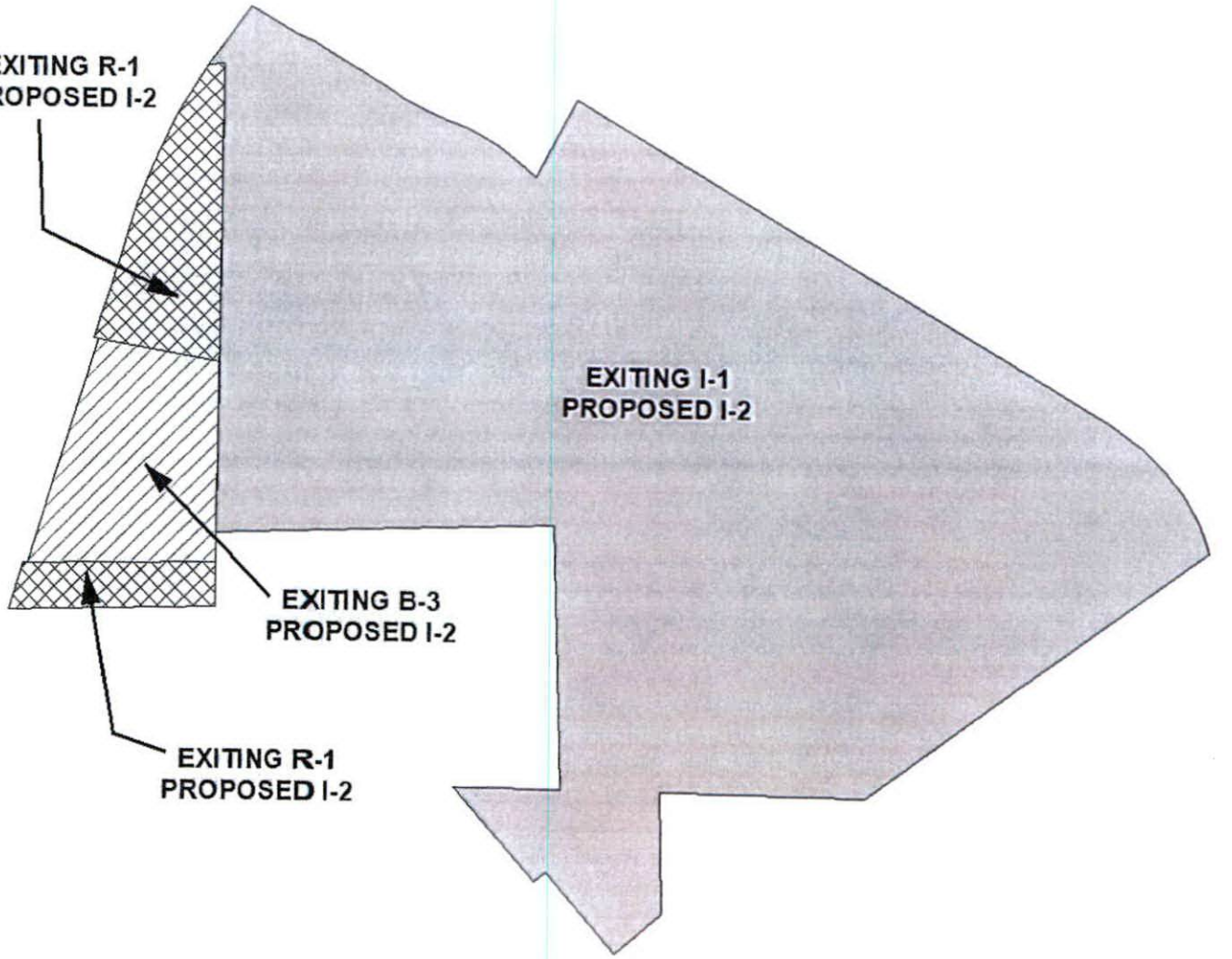
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning I-1, R-1 and B-3 to I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning I-1, R-1 and B-3 to I-2

N

NTS

SUBDIVISION & ZONING AMENDMENT STAFF REPORT Date: March 3, 2022

APPLICANT NAME Ramshead, LLC (Mason Head, Agent)

SUBDIVISION NAME Ramshead Subdivision

LOCATION 4119, 4161, 4173, and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

CITY COUNCIL DISTRICT Council District 4

PRESENT ZONING R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District

PROPOSED ZONING I-2, Heavy Industry District

AREA OF PROPERTY 3 Lots / 51.0± Acres (Subdivision)
5 Lots / 55.4± Acres (Rezoning)

CONTEMPLATED USE Subdivision Approval to create three legal lots of record from seven metes-and-bounds parcels; and Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District to I-2, Heavy Industry District.
It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

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

A. Check the original file for the plat. There appears to be three (3) "seams" running vertical that has made some of the text and line work illegible.
B. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
C. Provide a written description for the subdivision boundary.

D. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation.
F. Show and label each and every Right-Of-Way and easement. The 15' wide ROW along the UNNAMED ROAD should not be shown as part of LOT 3.
G. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 23 - #86) the proposed LOTS will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, & LOT 3 – 20,000 sf.
H. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
I. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.
J. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the

County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS 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 (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT None provided.

REMARKS The applicant is requesting Subdivision Approval to create a three legal lots of record from seven metes-and-bounds parcels; and Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District to I-2, Heavy Industry District.

The site has been given Low Density Residential (LDR), Parks and Open Space (POS), and Light Industry (LI) land use designations, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Low Density Residential (LDR)
Low Density Residential land use designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

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

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

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Parks and Open Space (POS)
This designation applies to parkland maintained in a natural, semi-natural state, or developed with facilities and set aside for human enjoyment and recreation or for the protection of wildlife or natural habitats. Parks may include squares, playgrounds, playfields, gardens, greens, greenways

and blueways, and other recreational areas and facilities that are accessible to the public. Open space may include any open piece of land, publicly or privately held, that is undeveloped (has no buildings or other built structures). This designation is not intended to identify public land acquisition or to prohibit the development potential of individual properties.

The designation applies to all existing and future parks and open space within the City, including both active and passive uses. Open space, including public access to water bodies, is generally consistent with all other land use categories, i.e., a park can be located within any other land use category, either incidental to a development or as part of a publicly-owned or publicly-sponsored local, community or regional park. Therefore, a Parks and Open Space designation is deemed consistent with all land use categories in the Future Land Use Map.

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

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create three legal lots of record from seven metes-and-bounds parcels. The lot sizes are depicted in square feet and acres on the plat, and exceed the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot sizes in square feet and acres should be retained on the Final Plat.

The site has frontage along Halls Mill Road, Interstate 10, and an unimproved, unnamed road. Halls Mill Road is a minor arterial road, according to the Major Street Plan, and as such, should have a 70-foot right-of-way. The preliminary plat depicts the right-of-way as varying, therefore, if approved, the Final Plat should be revised to depict dedication to provide 35-feet from the centerline of Halls Mill Road. Interstate 10 is shown as having a compliant right-of-way of 300-feet, making no dedications necessary. The unimproved, unnamed road to the South of the site is depicted as having an existing 15-foot right-of-way. As the road has not been constructed, and is unlikely to be built given its location, it is suggested that the applicant have the right-of-way vacated, and incorporated into the property. If the applicant does not wish to have the right-of-way vacated, it is recommended that in lieu of dedication, the Final Plat be revised to depict an increased setback of 50-feet along the unnamed road to allow for sufficient right-of-way in the future, should the street be constructed.

The preliminary plat appears to illustrate the 25-foot minimum building setback line along Halls Mill Road, but not Interstate 10 (or the unnamed right-of-way). If approved, the setback should be depicted and labeled along all rights-of-way on the Final Plat.

In regards to access management, a note stating Traffic Engineering comments should be placed on the Final Plat, if approved.

Proposed Lot 3 is illustrated as a flag lot, with a 60-foot wide, 285-foot long "pole" connecting the property to Halls Mill Road. Flag lots are not common in the area, therefore approval of the lot as proposed will require a waiver of Section V.D.1. of the Subdivision Regulations.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, I-1, Light Industry District and R-1, Single-Family Residential District; to the South, by B-3 Community Business District, I-1, and R-1; to the West by B-3 and I-1; and to the East, by R-1.

The applicant states the following to address the rational for the zoning request:

> *Application for Zoning Change of the subject property shown on the accompanying drawing is being submitted concurrently with a Subdivision Application to combine seven parcels described as Parcels A thru G into three legal lots of record. Parcels A thru G are currently zoned I-1 and R-1. Parcel H shown on the plat is also owned by the applicant but is already a subdivision with two legal lots of record. Parcel H is currently zoned B-3. Therefore, Parcel H is not included in the Application for Subdivision but is included in the request for zoning change. Surrounding properties along Halls Mill Road are primarily zoned I-1 consisting of businesses suited for this zoning district. The owner of the subject property has had interested buyers who require the property to be zoned I-2 to meet the needs of their business. Therefore, Zoning Statement 3 of the Planning Commission Application for Zoning Change applies as an increased need for business or industrial sites in addition to sites that are available makes it necessary and desirable to rezone the subject property to I-2.*

Section 64-9.A.2.a. of the Zoning Ordinance states that new I-2 districts should contain a minimum of four (4) acres, unless abutting an existing industrially zoned property. As the proposed lot to be rezoned is 55± acres, and abuts industrial zoning, this site exceeds the minimum size recommendations for the creation of a new I-2 district.

The applicant states that there is a need to increase the number of sites available to business or industry which makes the proposed rezoning necessary and desirable. However, there are no specific businesses proposed to be located at the subject site to indicate why I-2 zoning is needed.

While the General Land Use Plan calls out three categories for this site (Low Density Residential, Light Industry and Parks and Open Space), the "highest" category is Light Industry. Moreover, although the site exceeds the minimum size recommendation for the creation of a free-standing I-2 district; the Zoning Ordinance also states that I-2 districts are located for convenient access from existing and future arterial thoroughfares. Access to the site is via Halls Mill Road only, which is a "Minor Arterial Road;" not a Major Street. While the site has "frontage" on I-10, access to I-10 is three miles away, and access to I-65 is over two miles away. It should also be noted that most of the site as illustrated on the Environmental Locator Map is composed of wetlands and all of the "frontage" along I-10 consists of wetlands.

Based on the all the above factors, it seems that I-1, Light Industrial is the more appropriate designation for the site.

RECOMMENDATION

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

1) either vacation of the unnamed road, or provision of a 50-foot setback from the unnamed road;
2) retention of the lot sizes in square feet and acres;
3) retention of the 25-foot minimum building setback lines along Halls Mill Road and Interstate 10;
4) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Review and revise the distance labels for the east and west property lines to verify the distance to the reference monument on the east and west property lines. C. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. D. Show and label all flood zones. New maps went into effect on June 5, 2020. E. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. BFE = 20'. F. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. G. Provide the Surveyor's Certificate. H. Provide the Surveyor's and Owner's (notarized) signatures. I. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 25 - #78) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – 6,400 sf. J. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water*

Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. K. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. L. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. M. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. N. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. O. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. P. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

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

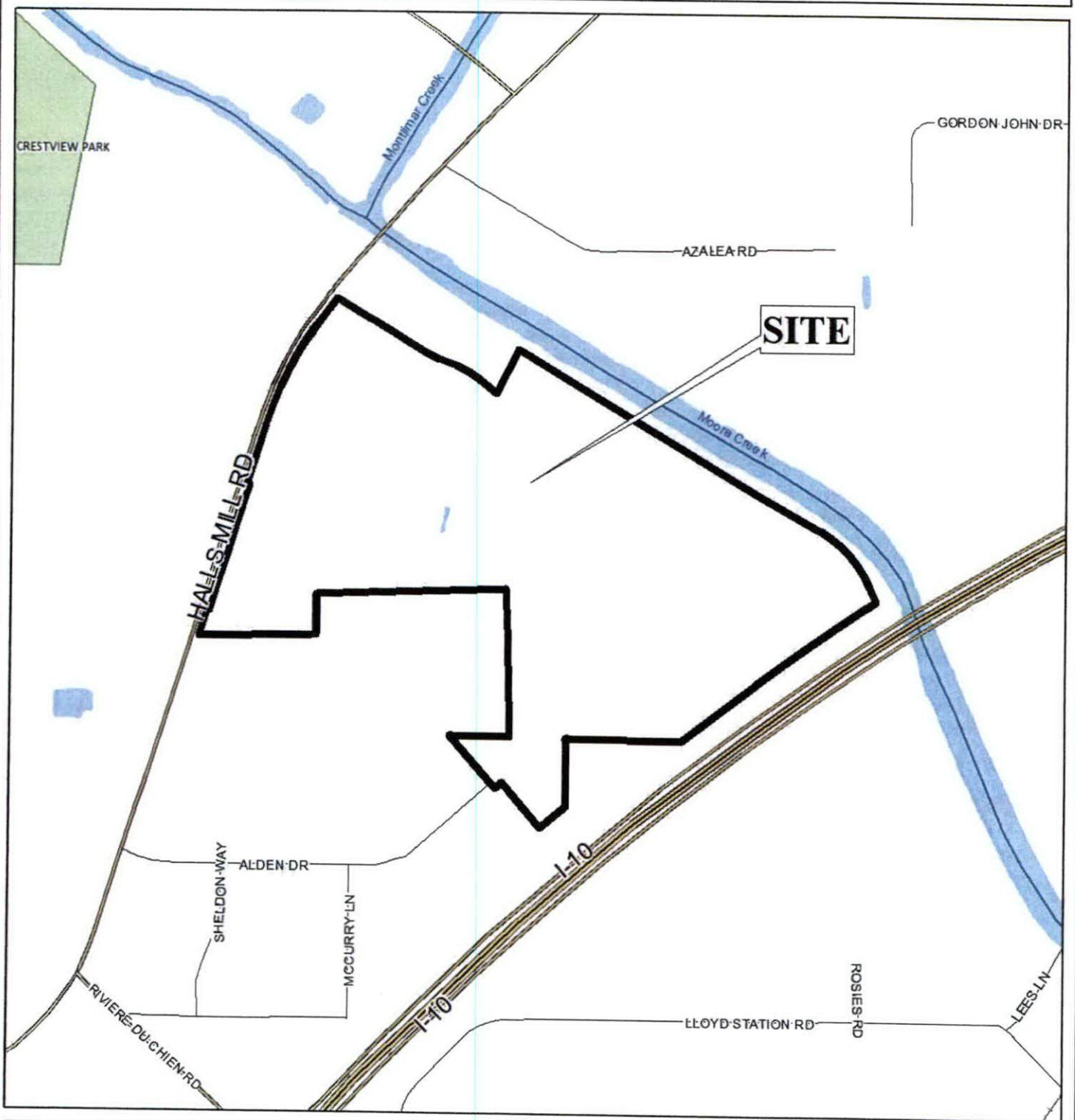
Rezoning: Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to **I-1, Light Industry** for the following reason:

1) there is a need to increase the number of sites available to business or industry.

The rezoning should be subject to the following condition:

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

LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

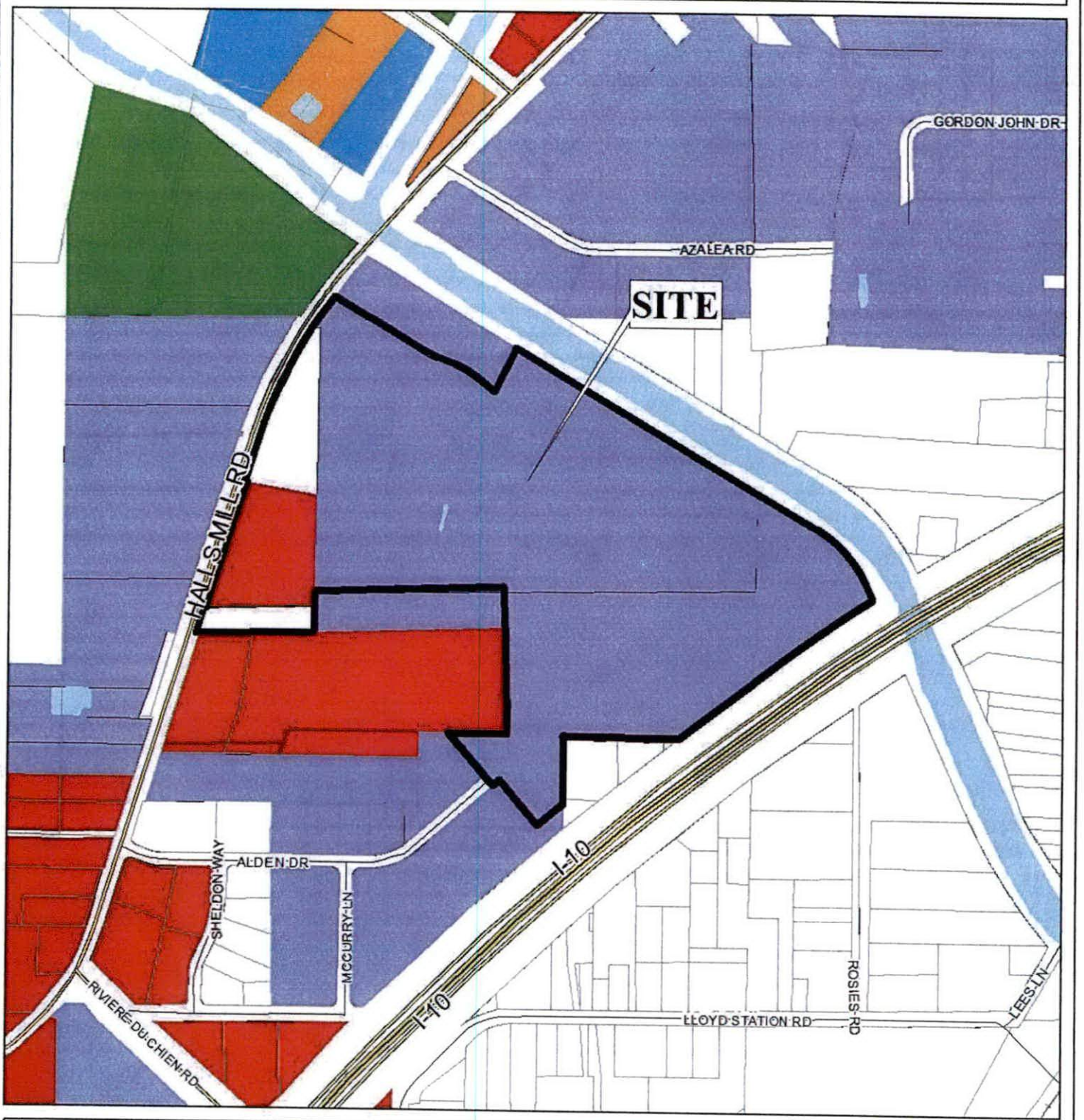
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE March 3, 2022

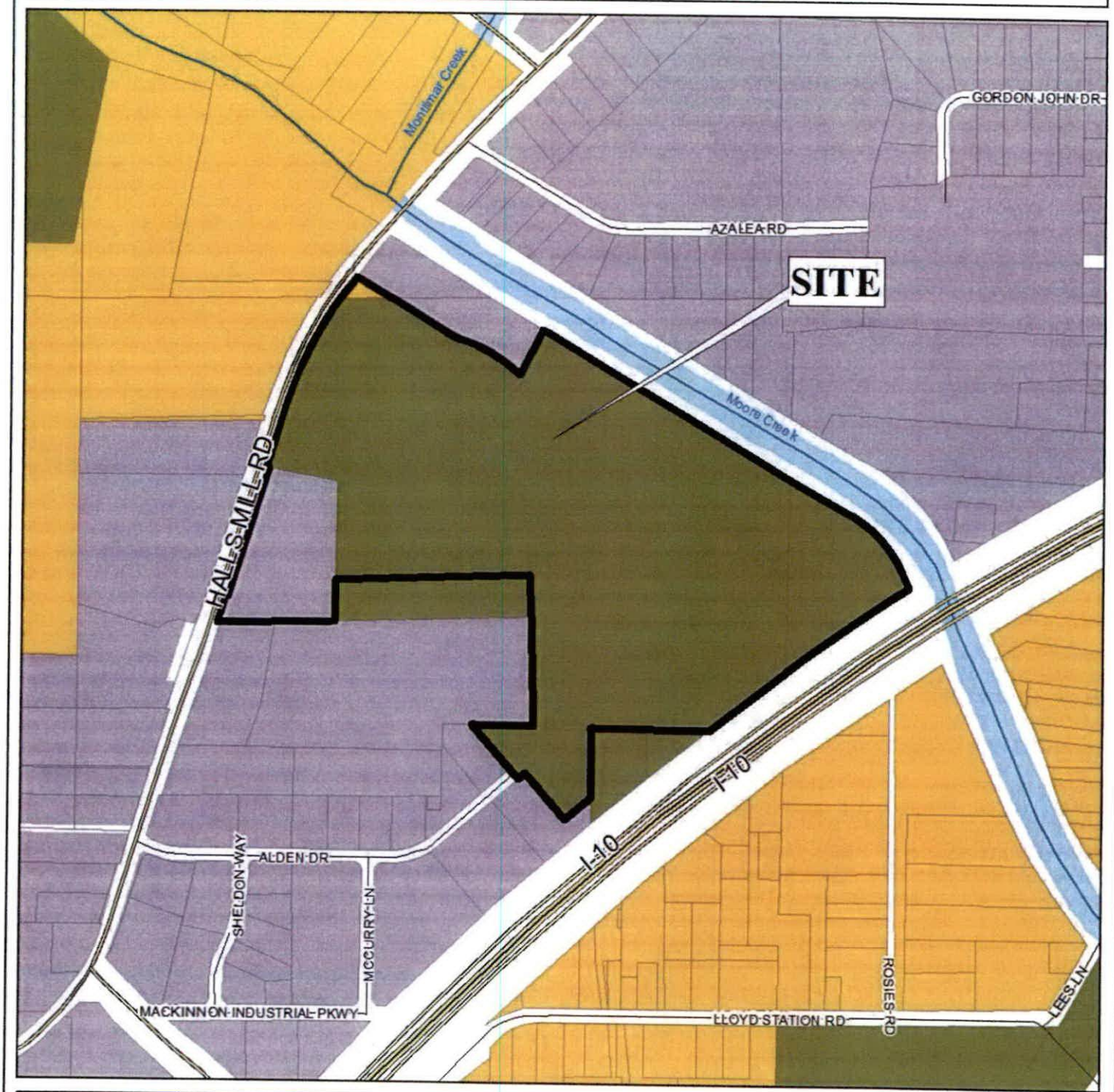
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

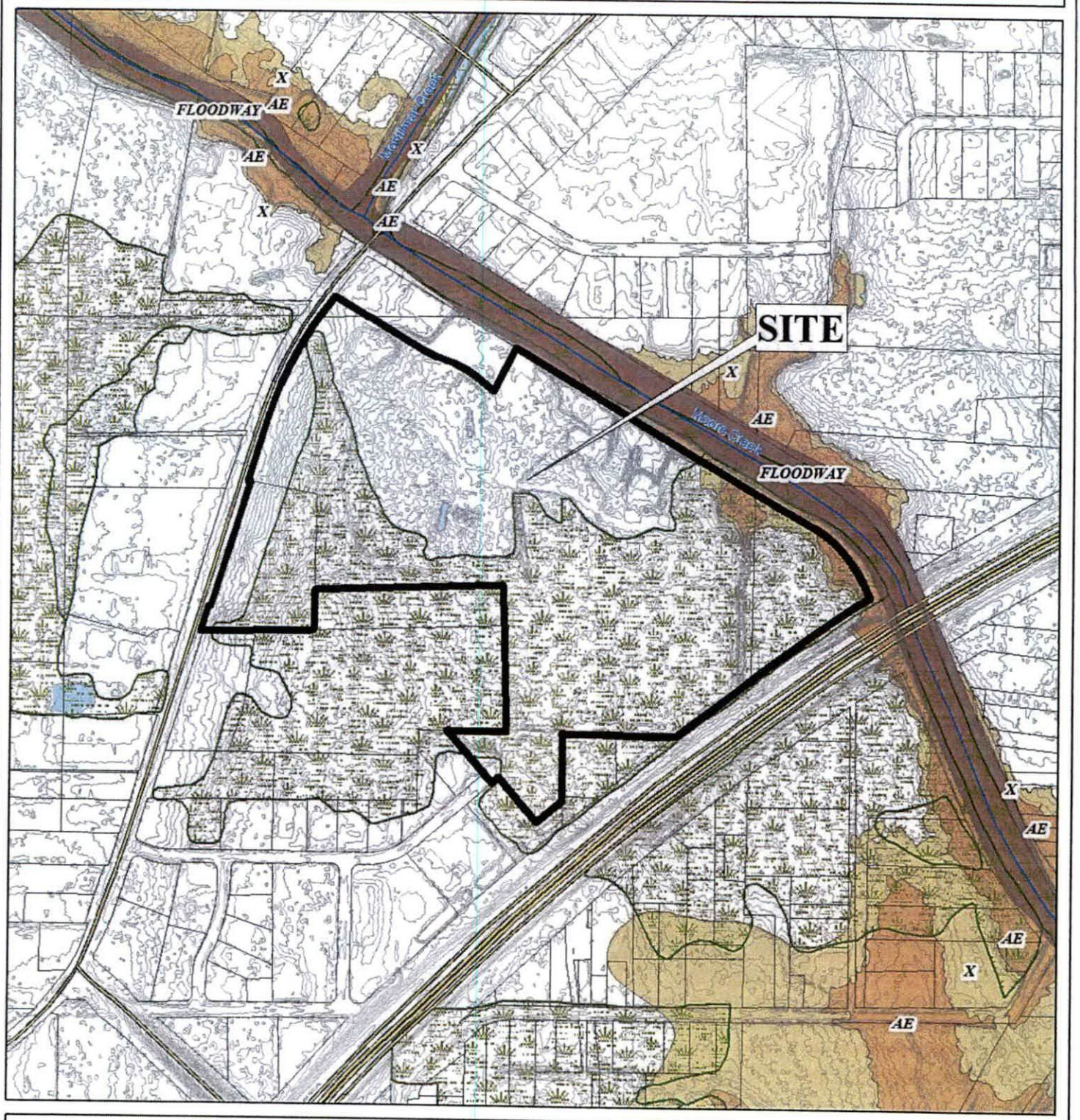
REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

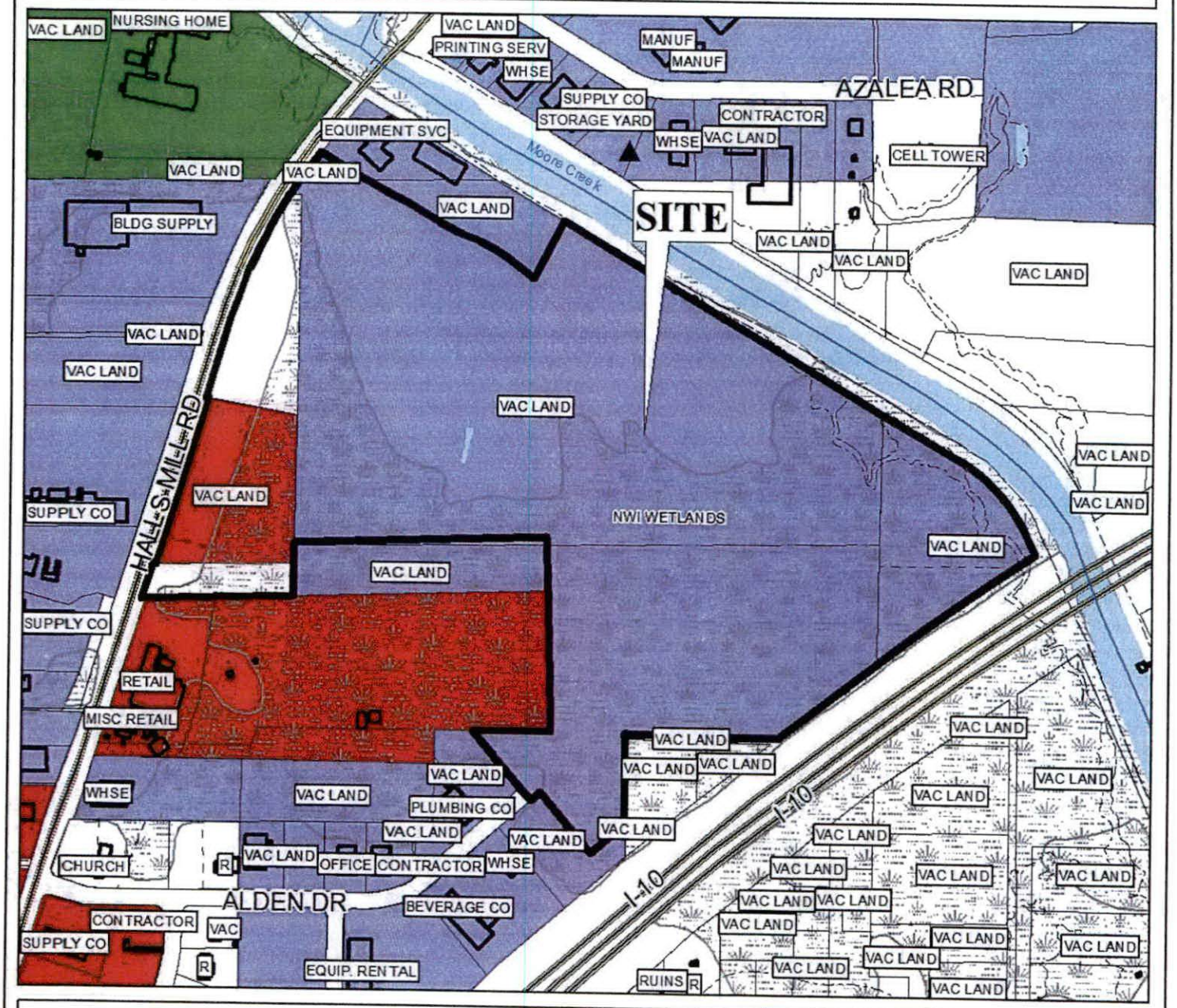
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 8 DATE March 3, 2022

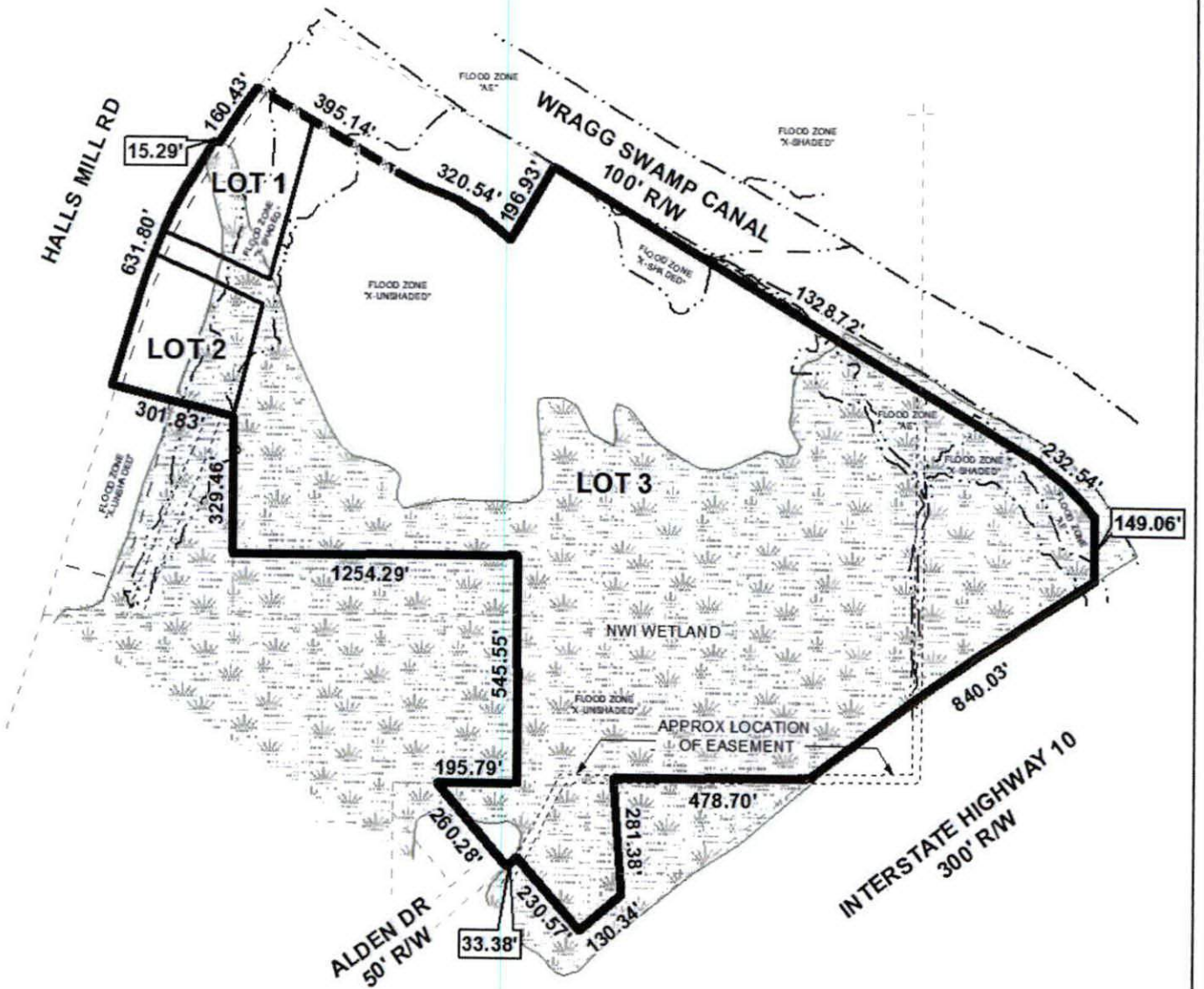
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N

NTS

SITE PLAN



The site plan illustrates proposed lots and right of way easement.

APPLICATION NUMBER 8 DATE March 3, 2022

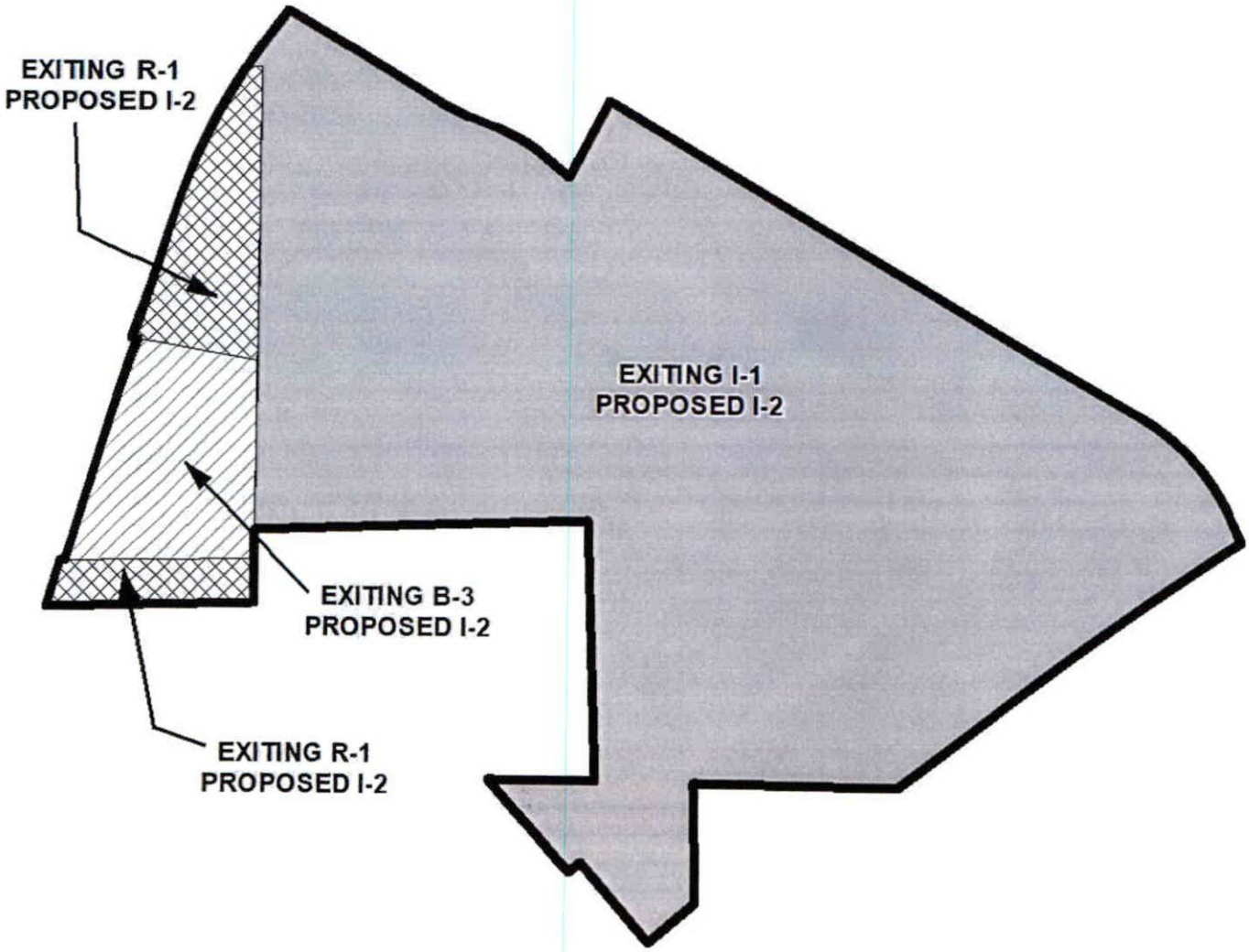
APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning I-1, R-1 and B-3 to I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

REQUEST Subdivision, Rezoning I-1, R-1 and B-3 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, Williams Carroll, C. J. Small, Ben Reynolds, Joes Daves, Scott Jones, Gina Gregory

Purpose and Scope of Project:

To accept a contract with H. O. Weaver & Sons Construction, Inc

Amount of Contract:

$10,062,169.24

Funding Source

Project # RSF22 **Discretionary Funds**

Project String 20002000-48010 **Contract Number:**3962

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Street Resurfacing	Cover Memo	8/15/2022
resolution	Cover Memo	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/15/2022 - 5:10 PM
Capital	Rhodes, Brenda	Approved	8/16/2022 - 8:53 AM
Legal	Kern, Chris	Approved	8/17/2022 - 12:13 PM
Mayors			8/18/2022 - 2:50

Office	Barber, James	Approved	PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 CIP City Wide Resurfacing; COM Project #2022-3005-02 (D1-7)

PROJECT #: RSF22 **DATE OF RECEIPT**_____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: $10,062,169.24

VENDOR NAME: H.O. Weaver & Sons Construction, Inc.

VENDOR NUMBER: 234242

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_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: LaShey Williams **Date** 8/15/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones, & Gina Gregory

WHEREAS, bids for street resurfacing for districts 1-7 were received and opened on June 17, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H. O. Weaver & Sons Construction, Inc. in the amount of $10,062,169.24.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H. O. Weaver & Sons Construction, 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: H. O. Weaver & Sons Construction, Inc.

Project Name: 2022 CIP Resurfacing, City Wide (D#1-7)

Project Number: 2022-3005-02

Amount: $10,062,169.24

Adopted:

_____

City Clerk

ADDENDUM NO. 2

2022 CIP Resurfacing City Wide

CITY OF MOBILE PROJECT NO. **2022-3005-02**
BID DATE: June 15, 2022
ADDENDUM NO. 2
ISSUED: June 15, 2022

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Item III, Proposal, Sheet 33, Add to Pay Item 698-A, Construction Fuel (max. bid limit to $50,000.00). This item shall be utilized per the Section 698 Construction Fuel Cost of the Standard Specifications Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition. For simplicity, the addition of this pay item will not be insequence with the other Pay Item Nos. The bidder shall replace the revised Sheet 33 (attached) within the proposal section of the bid documents and include the value in the Total**

Signature

06.15.2022
Date

Wallace Harvey
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

ADDENDUM NO. 1

2022 CIP Resurfacing City Wide

CITY OF MOBILE PROJECT NO. **2022-3005-02**
BID DATE: June 15, 2022
ADDENDUM NO. 1
ISSUED: June 10, 2022

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

1. **Add the attached REGULATORY REQUIREMENTS AND TAX EXEMPTIONS and ACCOUNTING OF SALES TAX FORM** as ATTACHMENT G, PROJECT ADDENDUMS. (see attachment)
2. **Item I, Invitation to Bid, Bid Date has been rescheduled from June 15, 2022 to June 17, 2022 at 2:30 p.m. Local time.**
3. **Item III, Proposal, Sheet 19, Add to description of Pay Item 606-A. The description should read "6" Underdrain Type 10 (Includes Fittings/Rock/ Fabric)". The contractor shall hand write in the digit 6" within that description block.**

Note: The **REGULATORY REQUIREMENTS AND TAX EXEMPTIONS and ACCOUNTING OF SALES TAX FORM** were added. The **ACCOUNTING OF SALES TAX FORM** must be filled in by the contractor with the bid submittal. They will be located immediately behind the front cover of the contract documents and specifications for the bid submittal. Once the contract is awarded, they will be relocated to Attachment G.

We, as duly authorized representatives of H.C. Weaver & Sons, Inc. (Contractor), do hereby certify that we have reviewed this Addendum and that bid prices submitted herewith are inclusive of this Addendum.

Wallace Harvey
Signature

06.13.2022
Date

Wallace Harvey
Printed Name

***CONTRACTOR SHALL ATTACH ENTIRE EXECUTED ADDENDUM TO FRONT PAGE OF CONTRACT DOCUMENTS AND SPECIFICATIONS, IMMEDIATELY BEHIND COVER.**

***CONTRACTOR SHALL COMPLETELY FILL OUT THE ACCOUNTING OF SALES TAX FORM. FAILURE TO DO SO SHALL RENDER THE BID NON-RESPONSIVE.**

ADDENDUM NO. 1

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.

ADDENDUM NO. 1

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 06.17.2022

Name of Project: 2022 CIP Resurfacing City Wide
Project Number: 2022-3005-02

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:	$ 285,685.24

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 H.O. Weaver & Sons, Inc.

Mailing Address 7450 Howells Ferry Rd, Mobile, AL 36618

***By (Legal Signature)** M P. Weaver

***Name** (type or print) Michael P. Weaver (Seal)

***Title** President

Telephone Number 251-342-3025

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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, **Wednesday June 15, 2022** and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No:	**2022-3005-02**
Project:	**2022 CIP Resurfacing, City Wide**
Project Description:	**Street Resurfacing and Related Work**

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC.** upon payment of eight-five dollars ($85.00). 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 **June 14, 2022**

A Mandatory Pre-Bid Conference will be held at City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on June 8th 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 provides of the 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 **2022 CIP Resurfacing, City Wide**, City of Mobile Project No. **2022-3005-02**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES May 22nd, 29TH, AND June 5th , 2022.

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 **2022 CIP Resurfacing, City Wide**, City of Mobile Project No. **2022-3005-02**, 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.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 06.17.2022

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 Sawgrass Consulting, LLC., as well as the premises

Project Name: 2022 CIP Resurfacing, City Wide
Project No: 2022-3005-02
Project Description: Street resurfacing and related work
Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **220** 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 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on June 14, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

2022 CIP RESURFACING CITY WIDE

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	SY	3,065	Eighteen DOLLARS Thirteen CENTS	18.13	55,568.45
206-C3	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	SY	139	Eighteen DOLLARS Thirteen CENTS	18.13	2,520.07
206-C4	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	SY	868	Twenty Four DOLLARS Seventy Three CENTS	24.73	21,465.64
206-C6	REMOVE CONCRETE SLOPE PAVING	SY	67	Eighteen DOLLARS Thirteen CENTS	18.13	1,214.71
206-D	REMOVAL OF STEEL GUARDRAIL	LF	233	Three DOLLARS Eighty Five CENTS	3.85	897.05

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-D2	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	LF	8,109	Twelve DOLLARS Sixty Four CENTS	12.64	102,497.76
206-D3	REMOVING CURB (INCL. SAW CUTTING)	LF	1,711	Twelve DOLLARS Sixty Four CENTS	12.64	21,627.04
206-E1	REMOVAL OF INLET (TOTAL STRUCTURE)	EA	2	Four Hundred Ninety Four DOLLARS Fifty One CENTS	494.51	989.02
206-E2	REMOVAL OF INLET LID-PARTIAL (ALL TYPES)	EA	54	Three Hundred Sixty Six DOLLARS Forty Eight CENTS	366.48	19,789.92
206-E3	REMOVAL OF HEADWALL (ALL SIZES)	EA	1	Four Hundred Thirty Nine DOLLARS Fifty Six CENTS	439.56	439.56
206-E4	REMOVE CONCRETE INLET THROATS	EA	43	Four Hundred Ninety Four DOLLARS Fifty One CENTS	494.51	21,263.93

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
206-E5	REMOVAL OF POST (ALL TYPES)	EA	46	Twenty Seven DOLLARS Forty Seven CENTS	27.47	1,263.62
206-E6	REMOVAL OF GUARDRAIL END ANCHOR	EA	12	Three Hundred Eighty Four DOLLARS Sixty Two CENTS	384.62	4,615.44
209-A2	MAILBOX RESET (STANDARD)	EA	5	Four Hundred Ninety Five DOLLARS Thirty CENTS	495.30	2,476.50
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	516	Fourteen DOLLARS Twenty Nine CENTS	14.29	7,373.64
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	300	Eighteen DOLLARS Sixty Eight CENTS	18.68	5,604.-

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
214-A	STRUCTURE EXCAVATION	CY	50	Thirty Two DOLLARS Ninety Seven CENTS	32.97	1,648.50
214-B	FOUNFATION BACKFILL, COMMERCIAL	CY	24	Seventy Six DOLLARS Ninety Two CENTS	76.92	1,846.08
260-A	FLOWABLE FILL	CY	16	Two Hundred Forty Four DOLLARS Fifty One CENTS	244.51	3,912.16
301-A	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	SY	1,835	Twenty Two DOLLARS Forty Eight CENTS	22.48	41,250.80
301-B	CRUSHED AGGREGATE BASE COURSE,TYPE B, Thickness Varies	TON	150	Sixty Eight DOLLARS Twenty One CENTS	68.21	10,231.50

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
305-B	SELECTED MATERIALS,57 STONE,FOR MISC. USE	TON	200	Forty Six DOLLARS Fifteen CENTS	46.15	9,230.-
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	SY	428,636	Three DOLLARS Ninety Three CENTS	3.93	1,684,539.48
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	SY	2,000	Seven DOLLARS Twenty Eight CENTS	7.28	14,560.-
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, ½"MAX AGGREGATE SIZE MIX,ESAL RANGE A/B APPROX. 165 LBS/SY, (INC. TACK COAT & CLEANING GUTTERS)	TON	42,979	One Hundred Eight DOLLARS Thirty Five CENTS	108.35	4,656,774.65

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, ½"MAX AGGREGATE SIZE MIX, ESAK RANGE A/B. APPROX 135 LBS/SY, (INCL. TACK COAT FOR PARKING LOT)	TON	1,781	One Hundred Nine DOLLARS Twenty Nine CENTS	109.29	194,645.49
429-B1	IMPPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, ½" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 220LB/SY (INCL. TACK COAT)	TON	4,231	One Hundred Sixteen DOLLARS Fifty Nine CENTS	116.59	493,292.29
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	TON	400	One Hundred Thirty Six DOLLARS Sixty Two CENTS	136.62	54,648.-
429-B3	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, UPPER BINDER, ½"MAX AGGREFATE SIZE MIX,ESAL RANGE A/B APPROX 165 LBS/SY. (INCL.TACK COAT)	TON	400	One Hundred Eight DOLLARS Sixty Six CENTS	108.66	43,464.-

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
431-B	HIGH FRICTION SURFACE TREATMENT	SY	1,800	Forty Nine DOLLARS Thirty Four CENTS	49.34	88,812.-
450-A	REINFORCED CONCRETE PAVEMENT, "THICK	SY	305	Sixty DOLLARS Ninety Nine CENTS	60.99	18,601.95
533-A1	12" A-2000 STORM SEWER PIPE	LF	20	Sixty Five DOLLARS Sixty Eight CENTS	65.68	1,313.60

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
533-C1	CONNECT TO EXSISTING INLET	EA	1	Two Thousand Seven Hundred Forty Seven DOLLARS Twenty Five CENTS	2,747.25	2,747.25
538-A1	24" CURED IN PLACE LINE (CIPP) REHABILITAION	LF	58	Four Hundred Thirty Nine DOLLARS Fifty Six CENTS	439.56	25,494.48
539-A2	CLEANING EXISTING PIPING (FOR CIPP)	LF	58	Thirty Eight DOLLARS Fourty Six CENTS	38.46	2,230.68
539-A3	VIDEO PIPE (ALL SIZES)	LF	58	Twenty One DOLLARS Ninety Eight CENTS	21.98	1,274.84

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
600-A	MOBILIZATION	LS	1	Two Hundred Seventy Two Thousand Eight Hundred Thirty Five DOLLARS Ninety Nine CENTS	272,835.99	272,835.99
606-A	6 UNDERDRAIN TYPE 10 (INCLUDE FITTINGS/ROCK/ FABRIC/)	LF	395	Twenty Eight DOLLARS Fifty Two CENTS	28.52	11,265.40
610-A	RIP RAP, CLASS 1 (12" THICK)	TON	50	Ninety DOLLARS Twelve CENTS	90.12	4,506.-
610-D	FILTER BLANKET (NON WOVEN)	SY	60	Sixteen DOLLARS Fifty Five CENTS	16.55	993.-

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
614-B	CONCRETE SLOPE PAVING, 5" THICK	SY	80	Fifty Eight DOLLARS Seventy Nine CENTS	58.79	4,703.20
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SY	3,027	Seventy Three DOLLARS Nineteen CENTS	73.19	221,546.13
618-A2	CONCRETE SIDEWALK, 5" THICK(INCL. EXCAVATION)	SY	150	Seventy Nine DOLLARS Sixty Seven CENTS	79.67	11,950.50
618-B	CONCRETE DRVEWAY, 6" THICK (INCL. EXCAVATION)	SY	139	Seventy Nine DOLLARS Sixty Seven CENTS	79.67	11,074.13

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
618-D1	HANDICAP RAMP,TYPE A	EA	229	ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS TWENTY SEVEN CENTS	1,525.27	349,286.83
618-D2	HANDICAP RAMP, TYPE C	EA	3	ONE THOUSAND SIX HUNDRED FORTY EIGHT DOLLARS THIRTEEN CENTS	1,648.35	4,945.05
618-D3	HANDICAP RAMP, TYPE D	EA	69	ONE THOUSAND SEVEN HUNDRED EIGHT DOLLARS SEVENTY NINE CENTS	1,708.79	117,906.51
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	376	TWO HUNDRED FORTY FIVE DOLLARS FIVE CENTS	295.05	92,158.80

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
619-A	18" VERTICAL HEADWALL	EA	1	Eight Hundred Twenty Four DOLLARS Eighteen CENTS	824.18	824.18
620-A	MINOR STRUTCURE CONCRETE	CY	16	Nine Hundred Sixteen DOLLARS Forty Eight CENTS	916.98	14,663.68
621-C2	INLET, PARTIAL TOP MODIFY TO CURB TYPE	EA	5	Three Thousand Two Hundred Ninety Six DOLLARS Seventy CENTS	3,296.70	16,483.50
621-C3	INLET, TYPE S (All Wings)	EA	2	Four Thousand Eight Hundred Ninety DOLLARS Eleven CENTS	4,890.11	9,780.22

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
621-C4	INLET, PARTIAL (TOP-RELACE IN-KIND)	EA	48	two thousand three hundred twenty nine DOLLARS sixty seven CENTS	2,329.67	111,824.16
621-C5	INLET, PARTIAL (TOP-MODIFY TO S-TYPE)	EA	4	two thousand four hundred fifty DOLLARS fifty five CENTS	2,450.55	9,802.20
621-C6	INLET, PARTIAL (THROAT)	EA	45	One thousand eight hundred thirty one DOLLARS eighty seven CENTS	1,831.87	82,434.15
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	EA	2	two thousand nine hundred ~~seventy seven~~ thirty DOLLARS seventy seven CENTS	2,930.77	5,861.54

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
621-N2	PATCHING, UP TO 2" (EUCLID-SPEEDCRETE REDLINE)	SF	351	two hundred fifty seven DOLLARS fourteen CENTS	257.14	90,256.14
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	LF	2,085	forty two DOLLARS eighty six CENTS	42.86	89,363.10
623-B1	CONCRETE CURB (MATCH IN-KIND)	LF	1,801	forty two DOLLARS eighty six CENTS	42.86	77,190.86
623-B2	CONCRETE CURB	LF	20	forty two DOLLARS eighty six CENTS	42.86	857.20

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
623-C	COMBINATION CURB AND GUTTER	LF	7,145	forty two DOLLARS eighty six CENTS	42.86	306,234.70
630-A	STEEL BEAM GUARDRAIL, CL A TYPE 2	LF	122	forty two DOLLARS thirty one CENTS	42.31	5,161.82
630-A1	STEEL BEAM GUARDRAIL, CL A TYPE 2, CASE 1	LF	63	one hundred forty eight DOLLARS sixty three CENTS	148.63	9,363.69
630-C1	GUARDRAIL END ANCHOR, TYPE 8	EA	2	one thousand seven hundred fifty eight DOLLARS twenty four CENTS	1,758.24	3,516.48

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
630-C2	GUARDRAIL END ANCHOR, TYPE 20 (MASH)	EA	12	three thousand seven hundred thirty six DOLLARS twenty six CENTS	3,736.26	44,835.12
630-C3	GUARDRAIL END ANCHOR, BOX END	EA	1	one hundred ninety two DOLLARS thirty one CENTS	192.31	192.31
631-A	POST RESET "ONLY"	EA	6	seventy one DOLLARS forty three CENTS	71.43	428.58
631-B1	NEW POST AND SPACER BLOCKS	EA	6	one hundred twenty six DOLLARS thirty seven CENTS	126.37	758.22
631-D	NEW STEEL BEAM GUARDRAIL "ONLY"	LF	22	twenty four DOLLARS eighteen CENTS	24.18	531.96

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
631-E1	GUARDRAIL END ANCHOR, TYPE 20 (RESET)	EA	1	one thousand nine hundred seventy eight DOLLARS two CENTS	1,978.02	1,978.02
631-E2	GUARDRAIL END ANCHOR, ALL TYPES (RESET)	EA	1	one thousand six hundred forty eight DOLLARS thirty five CENTS	1,648.35	1,648.35
631-G1	GUARDRAIL REFLECTOR "X" TYPE (INCLUDES REMOVAL)	EA	20	twenty seven DOLLARS forty seven CENTS	27.47	549.40
632-G2	REFLECTORIZED OBJECT SAFETY MARKERS (TYPE III)	EA	2	two hundred three DOLLARS thirty CENTS	203.30	406.60
640-B	MINOR UTILITY ADJUSTMENT (WATER)	EA	10	five hundred forty nine DOLLARS forty five CENTS	549.45	5,494.50

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
650-A	TOPSOIL, 4" THCK (TRUCK BED MEASURE)	CY	1400	forty eight DOLLARS ninety one CENTS	48.91	68,474.00
652-A	SEEDING	ACRE	2.5	one thousand three hundred seventy three DOLLARS sixty two CENTS	1,373.62	3,434.05
654-A	SOLID SODDING (MATCH EXISITNG)	SY	2200	four DOLLARS eighty nine CENTS	4.89	10,758.00
656-A	MULCHING	ACRE	2.0	eight hundred twenty four DOLLARS eighteen CENTS	824.18	1,648.36
660-D	TREE REMOVAL (UP TO 24" DIAMETER)	EA	5	four thousand three hundred ninety five DOLLARS sixty CENTS	4,395.60	21,978.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
665-E	POLYETHYLENE	SY	200	one DOLLARS thirty seven CENTS	1.37	274.00
665-G	SANDBAGS	EA	100	nine DOLLARS thirty four CENTS	9.34	934.00
665-J	SILT FENCE	LF	400	three DOLLARS eighty five CENTS	3.85	1,540.00
665-O	SILT FENCE REMOVAL	LF	400	one DOLLARS ten CENTS	1.10	440.00
665-Q	WATTLES	LF	200	seven DOLLARS fourteen CENTS	7.14	1,428.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
674-A	CONSTRUCTION SAFETY FENCE	LF	200	seven DOLLARS fourteen CENTS	7.14	1,428.00
690-A	PROJECT SIGN (PORTABLE)	EA	2	zero DOLLARS one CENTS	0.01	0.02
701-A1	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 4" WIDE (FOR PARKING LOT)	LF	10,669	two DOLLARS seventy five CENTS	2.75	29,339.75
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	MILE	5.0	five thousand seven hundred sixty nine DOLLARS twenty three CENTS	5,769.23	28,846.15
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	MILE	5.0	five thousand seven hundred sixty nine DOLLARS twenty three CENTS	5,769.23	28,846.15

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
701-A7	BROKEN YELLOW, CLASS 2,TYPE A TRAFFIC STRIPE,5"WIDE (WITH ALL WEATHER ELEMENT)	MILE	1.5	two thousand nine hundred twelve DOLLARS nine CENTS	2,912.09	4,368.14
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	MILE	10.0	nine hundred eighty nine DOLLARS one CENTS	989.01	9,890.10
703-A	TRAFFIC CONTROL MARKING, CLASS 2, TYPE A (INLC HC SPACES FOR PARKING)	SF	4,050	six DOLLARS fifty nine CENTS	6.59	26,689.50
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SF	350	six DOLLARS fifty nine CENTS	6.59	2,306.50
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	SF	2,400	two DOLLARS twenty CENTS	2.20	5,280.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	EA	200	ten DOLLARS ninety nine CENTS	10.99	2,198.00
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, (WHITE OR YELLOW)	WA	150	five DOLLARS forty nine CENTS	5.49	823.50
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	EA	150	five DOLLARS forty nine CENTS	5.49	823.50
710-D	HAZARD MARKER (INLC. SIGNPOST) (OM 4-1)	SF	36	thirteen DOLLARS nineteen CENTS	13.19	474.84
730-H	LOOP WIRE	LF	1,200	four DOLLARS forty CENTS	4.40	5,280.00

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE WRITTEN IN WORDS	UNIT PRICE	TOTAL
740-A	TRAFFIC CONTROL	LS	1	Eighty eight thousand four Hundred twenty three DOLLARS thirty six CENTS	88,423.36	88,423.36
999-R	RUBBER RINGS MANHOLES	EA	20	three hundred seventy four DOLLARS fifty five CENTS	374.55	7,491.00
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	LS	1	FORTY-FIVE THOUSAND DOLLARS ZERO CENTS	45,000.00	45,000.00
698-A	CONSTRUCTION FUEL (MAX BID LIMITED TO $50,000)	LS	1	fifty thousand DOLLARS zero CENTS	50,000.00	50,000.00
				TOTAL	~~$10,062,133.24~~	

MPW

$10,062,169.24

MPW

Base Bid

Total (All items listed in Proposal) ~~$10,062,133.24~~ $10,062,169.24

Written in words ten million sixty two thousand one hundred ~~thirty three~~ sixty nine +24/100 dollars

Number of working days to complete 220

Signature of Bidder N/A
(If a firm or individual)

Address of Bidder N/A

By N/A

Signature of Bidder H.O. Weaver & Sons, Inc
(If a Corporation)

By _____
President

Business Address 7450 Howells Ferry Rd, Mobile, AL 36618

_____
Print

_____
Secretary

Business Address "

Ken Dongarra
Print

_____
Treasurer

Business Address "

_____
Print

(Corporate Seal)

Name of State under the Laws of which the Corporation was chartered:

ATTEST: _____
Secretary

2637
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That H.O. Weaver & Sons, Inc.
(Name of Contractor)
P.O. Box 8039, Mobile, Alabama 36689
(Address)
as Principal, and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(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 **2022 CIP Resurfacing, City Wide , City of Mobile Project No. *2022-3005-02.***

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 June 17, 2022 (Date)

H.O. Weaver & Sons, Inc. (Contracting Firm)

Witness as to Principal By: Walter Harris (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: [signature]

Alabama Resident Agent By Renee Ellis

Renee Ellis, Attorney in Fact and Alabama Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of June, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H. O. Weaver & Sons, Inc.
as Principal and Western Surety 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 Ten Million, Sixty two thousand, One hundred sixty nine & 24/100 Dollars ($10,062,169.24) 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 July 27, 2022 (hereinafter called the Contract) for 2022 CIP Resurfacing City Wide 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 27th day of July 20 22.

Individual Principals sign here

_____(SEAL)

In the presence of: _____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: _____

(Signature)

ATTEST: Lynn Stringfellow

(Signature)

Michael P. Weaver

(Print)

Lynn Stringfellow (Print)

ITS: Witness

ITS: President

(Title)

Western Surety Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

ATTEST: _____

(Signature)

Renee Ellis

(Print)

Thomas J Gentle (Print)

ITS: Attorney In Fact

(Title)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we H. O. Weaver & Sons, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company 151 N. Franklin, Chicago, IL 60606
(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 Ten Million, Sixty two Thousand, one Hundred sixty nine & 24/100 dollars ($ 10,062,169.24), 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 July 27, 2022, entered into a Contract with the Owner for 2022 CIP Resurfacing City Wide 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 27th day of July 20 22.

In the presence of:

_____

_____

Individual Principals sign here

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

_____(SEAL)

_____(Print)

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: _____

(Signature)

Michael P. Weaver

(Print)

ITS: President

(Title)

ATTEST:

Lynn Stringfellow

(Signature)

Lynn Stringfellow (Print)

ITS: Witness

(Title)

Western Surety Company

(Surety sign here) (Corporate name)

BY: _____

(Signature)

Renee Ellis

(Print)

ITS: Attorney In Fact

(Title)

ATTEST:

_____

(Signature)

Thomas J Gentile (Print)

ITS: Witness

(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of July, 2022.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

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: The CONTRACTOR 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 CONTRACTOR or the CONTRACTOR'S agent, CONTRACTOR under contract, or other entity for which CONTRACTOR is legally liable. CONTRACTOR 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 CONTRACTOR or its agents covered by CONTRACTOR'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONTRACTOR to procure and maintain professional liability insurance that satisfies the named requirements. CONTRACTOR shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONTRACTOR'S liability, or in proportion to the extent CONTRACTOR 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 CONTRACTOR to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: CONTRACTOR shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. Insurance: 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 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. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

21. 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).

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. **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.**

30. 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.

31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.

32. 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.

33. 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.

34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. 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.

36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

37. 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.

38. 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.

39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

40. 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.

41. 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.

42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

43. There will be adjustment to fuel or asphalt index for this project.

44. 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.

45. 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 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.

46. 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.

47. 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.

66. 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.

67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)

68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.

69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.

70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.

HOWEAVE-02 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Zurich American Insurance Co. — 16535
INSURED H.O. Weaver & Sons, Inc. P. O. Box 8039 Mobile, AL 36689-0039	INSURER B : Arch Speciality Insurance — 21199
	INSURER C : Transguard Insurance Company of America — 28886
	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			GLO3757532-16	2/1/2022	2/1/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						EMPLOYEE BENEFI	$ 2,000,000
A	AUTOMOBILE LIABILITY			BAP 3757531-16	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X 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)	$
								$
B	X UMBRELLA LIAB X OCCUR			UXP1041663-01	2/1/2022	2/1/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		WC3757530-17	2/1/2022	2/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						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
C	Leased/Rented			IMP 0000266 02	2/1/2022	2/1/2023	Ded 2,500 / Limit	750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job 2193 2022-3005-02 CIP Resurfacing City Wide

City of Mobile is named additional insured with respects to General Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile. Coverage is considered primary and non-contributory. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Mobile
Engineering Department
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

David J Veach

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ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 27 day of July, 2022, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and H.O.Weaver and Sons 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: 2022 CIP Resurfacing, City Wide
Project No: 2022-3005-02
Project Description: Street Resurfacing and related work
Major work items include: Resurfacing

City of Mobile Project Number **2022-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$ 10,062,169.24**) 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 **Sawgrass Consulting, LLC.**

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 of final acceptance.

- 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 Capital Funding. 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.

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

Michael P. Weaver (Print)

ATTEST:

Lynn Stringfellow

ITS SECRETARY

Lynn Stringfellow (Print)

8-1-22 Witness

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)*: 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

246.04 METHOD OF MEASUREMENTS

The quantity of Gabions will be field measured along the channel face of the gabion baskets and shall be paid for at the contract unit price per linear foot for Item 246-A. Linear foot price bid shall include all cost associated with temporary sheet pile shoring in addition to furnishing all the quantity of gabions and stone filled voids filled with stone ordered and acceptably placed.

Excavation and backfill of gabions will be paid for as specified in Item 210-B Channel Excavation.

6. ITEM 429-A277 *IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E (INCL. TACK COAT)* (ALDOT Standard Specifications for Highway Construction, 2018 Edition):

429.A277.01

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 2006 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.

429.A277.02

Materials
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.03

Basis of Payment
Improved Bituminous Concrete Wearing Surface Layer, 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 2006 ALDOT Standard Specifications for Highway Construction.

ITEM 538 STORM WATER DRAINAGE PIPE REHABILITATION

538-A.01

Description
This Section shall cover the work of rehabilitating existing Storm Water Pipe using a cured-in-place liner (CIPP), at the locations shown on the plans or directed by the Engineer.

538-A.02

Referenced Documents
American Society for Testing and Materials Documents:

ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),
ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-In-Place Thermosetting Resin Pipe (CIPP),
ASTM D5813 (Cured-In-Place Thermosetting Resin Sewer Pipe),
ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and
D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

By referenced the above listed documents are hereby made a part of this Specification and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

538-A.03

Product and Contractor Qualification Requirements

The provided product shall have a 50-year design life. Only proven products with substantial long-term track records will be approved. All contractors must submit proof that they meet the below product and installer requirements of this section with their bid.

In order for CIPP products and contractors to be deemed Acceptable and Approved for this project they must meet the following criteria:

1. For a Manufacturer's inversion liner product to be considered proven, a minimum of 250,000 linear feet of successful installations in the U.S. must be documented to the satisfaction of the City.
2. The Manufacturer of the inversion liner product must operate under a quality management system that is a third party certified to ISO 9001:2000 or other internationally recognized organization standards.
3. Third Party Test Results for the pipe rehabilitation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the City.
4. The Contractor Superintendent(s) designated for this project must have has at least 5(five) years experience in the installation of CIPP. This shall be documented to the City's satisfaction.

538-04

Submittals

The Contractor shall submit to the Engineer documentation which may include shop drawings, ASTM Standards and manufacturer's data for the following items:

1. Lining material to be installed.
2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
3. Bypass plan layout to be used if needed.
4. Safety plan.
5. Design calculations for CIPP thickness of the liner system.
6. Procedures for preparing CIPP samples and testing of physical properties.
7. Pre-installation Inspection Reports.

The submittal items listed above shall be submitted by Contractor to the Engineer after Notice of Award and prior to begin work. All submittals shall be approved prior to beginning work. The Contractor shall submit eight copies of the product data and installation procedures shall be complete to the point that the physical properties of all required materials are identified and all installation procedures are thoroughly described. An incomplete submittal will be returned to the contractor for completion.

538-A.05

Safety

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces, The Contractor is completely responsible for all safety requirements and shall hold harmless the City and Engineer for any claims, fines, or other penalties filed against this work.

538-A.06

Materials

A. CIPP Tube
    1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743,Section 5.2.1

7. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

    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-E and are not included in Pay Item 618-D.

8. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 *HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):*

623.B125.1

Description
This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment
Payment will be based on the respective unit bid price and shalt be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 *REMOVAL AND REINSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING)*:

623.B126.1

Description
This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. 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.

12. 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.

13. ITEM 659-A EROSION CONTROL NETTING

Description
This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the

Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

14. ITEM 690-A *PROJECT SIGN -PORTABLE:*

690.A.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment
Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

15. ITEM 690-B *PORTABLETOILETS - WEEKS:*

690.B.01

Description
This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment
Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

16. ITEM 740-A. *TRAFFIC CONTROL:*

740 A.1

Description
This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain

traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ALABAMA DEPARTMENT OF TRANSPORTATION

Project Specific Special Provision

DATE: April 12, 2022 PSSP No. 22-PS0094

SUBJECT: High Friction Surface Treatments for Asphalt Pavements, Project Number HSIP-0171(516), Tuscaloosa County

Alabama Standard Specifications, 2022 Edition, shall be amended by the addition of a new SECTION 431:

SECTION 431
HIGH FRICTION SURFACE TREATMENTS FOR ASPHALT PAVEMENT

431.01 Description.

This Section shall cover the work of furnishing and applying High Friction Surface Treatment (HFST) on dense graded asphalt pavements to provide a skid resistant riding surface.

431.02 Materials.

(a) General.

Materials furnished for use shall conform to the appropriate requirements of Division 800, Materials, and the requirements noted in this Section.

(b) High Friction Surface Treatment Material.

The HFST material shall be a completely non-porous polymer system designed for low temperature applications. The HFST shall consist of a single layer binder resin system and aggregate. The HFST shall not contain any fillers or volatile solvents. The HFST shall meet the properties in Table 1 for binder resin system.

Table 1: Properties of Binder Resin System

Property	Requirement*	Test Method
Viscosity poises	7 - 30	ASTM D 2556
Gel Time, min. minutes	10	AASHTO M 235
Tensile Strength, min. psi. @ 7 days	2,500	AASHTO M 235
Elongation, % min. @ 7 days	30	AASHTO M 235
Adhesive Strength, min. psi. @ 24 hours**	250	ASTM D 4541
Compressive Strength, min. psi. @ 3 hours	1,000	ASTM C 579
Compressive Strength, min. psi. @ 7 days	5,000	ASTM C 579
Water Absorption, % by wt. max	1.0	AASHTO M 235
Durometer Hardness (shore D)	60 - 80	ASTM D 2240

*Based on samples cured and tested at 73 ± 2°F

** Or 100% substrate failure

(c) Aggregate.

Aggregates shall be calcined bauxite. The physical and chemical properties of the aggregate shall meet the requirements in Table 2.

Table 2: Aggregate Physical and Chemical Requirements		
Property	**Requirement**	**Test Method**
Resistance to Degradation	20% max	AASHTO T 96
Moisture Content	0.2% max	AASHTO T 255
Aluminum Oxide	87% min.	ASTM C 25
Aggregate Gradation	**% Passing by Weight**	AASHTO T 27
Sieve Size		
No. 4 (4.75 mm)	100 min.	
No. 6 (3.35 mm)	95 min.	
No. 16 (1.18 mm)	5 max	

(d) Storage and Handling.

HFST materials shall be transported, stored, and handled in accordance with the manufacturer's recommendations. Binder resin system components shall be packaged in sealed containers and labeled with the type of material, the mixing ratio of the component, and any special mixing instructions. The binder resin system component labels shall also contain brand name, name of manufacturer, lot or batch number, temperature range for storage, and expiration date. Aggregate shall be labeled and packaged in a manner that protects the aggregate from rain, moisture, and contaminants. Aggregate labels shall contain the name of the manufacturer and the location of the processing facility. All aggregates shall be stored in their original containers until the time of use.

(e) Certified Test Results.

The Contractor shall submit a copy of a certified test report from an independent laboratory with actual test results verifying that the materials meet all the requirements specified in Article 431.02 including Tables 1 and 2.

(f) Qualification of Installer.

The Contractor shall provide performance history data from a minimum of three projects totaling no less than 10,000 square yards where the Contractor has installed the proposed HFST. The performance data must be from the last three years and shall include documentation indicating the in-place friction properties of these projects achieved a friction rating of 65 FN40R when tested in accordance with AASHTO T 242, Standard Method of Test for Frictional Properties of Paved Surfaces Using a Full-Scale Tire.

431.03 Construction Requirements.

(a) Submittals.

No less than 30 days prior to construction of the HFST the Contractor shall submit to the Engineer three sets of copies of the project specific HFST material submittal for review and acceptance. The material submittal shall include:

- Certified test reports.
- Installer qualification documentation.
- Product data that completely identifies the physical components, and performance characteristics of the HFST.
- Safety data sheets for all materials to be used.
- Schedule for the HFST work.
- Description of the equipment for placing the HFST.
- Plan for protecting areas not to receive HFST.
- Proposed pavement cleaning procedure.
- Anticipated schedule for traffic control.
- Estimates for cure time and time to bear traffic.
- Designation and contact information of Project Superintendent who shall have full authority to institute any action necessary for the proper placement of the HFST.

The HFST materials shall not be ordered until the HFST material submittal has been accepted by the Engineer as providing an adequate description of the overlay system.

(b) EQUIPMENT AND APPLICATION.
Types of equipment, applications, and allowed usage based on site and total project area can be found in Table 3. Sites are defined as individual areas/sites within a project. Individual sites shall be the full width of the roadway. No two individual sites shall be adjoining. Total project area is defined as the cumulative area of all project sites.

Table 3: Equipment/Application Requirements	
Type of Application	**Site and Total Project Area**
Manual Application	Individual sites less than or equal to 200 Sq. Yd., provided that the total project manual application area does not exceed 1,200 Sq. Yd.
Semi-Automated Application	Individual sites and total project areas of any size.
Automated Application	Individual sites and total project areas of any size.

1. Manual Application
   When manual application is allowed hand mix the binder resin system in accordance with the manufacturer's recommendations. Uniformly spread the binder resin system to the required application rate using serrated squeegees. Manually broadcast the aggregate to the required application rate.
2. Semi-Automated Application
   When the use of semi-automated equipment is required, the HFST shall be placed using equipment capable of mixing, metering, pumping, and distributing the binder resin system. Motionless, in line mixing shall be used. After dispensing, the binder resin system shall be spread with a serrated squeegee to the required uniform application rate. Mechanically apply the aggregate at the required application rate onto the binder resin system by means of blower or other suitable device in a manner that does not displace the binder resin system. Hand application of aggregate shall be allowed only to assist in completely covering the binder resin system to achieve a uniform surface.
3. Automated Application
   When the use of automated equipment is required, the HFST shall be placed using equipment capable of mixing, metering, and distributing all components of the HFST system in a continuous application at a width of 12 feet. The equipment shall be capable of heating and maintaining the components of the binder resin system at a constant temperature. The equipment shall be capable of mixing the components of the binder resin system at a constant ratio and shall be capable of consistent application rates of both the binder resin system and the aggregate and have the capability to display and record the application rates of both materials. The use of agricultural type spreaders for the distribution of the aggregates will not be allowed when automated equipment for application of the HFST is required. Hand application of aggregate shall be allowed only to assist in completely covering the binder resin system to achieve a uniform surface.

(c) Surface Preparation.

All utilities, drainage structures, curbs, and traffic markings and striping shall be taped off or otherwise protected prior to the placement of the HFST. Damaged or worn traffic markings and striping shall be removed prior to the placement of the HFST based on the recommendation of the Engineer. All pavement surfaces shall be cleaned using mechanical sweepers and high-pressure air wash using a minimum of 180 cfm of clean and dry compressed air. Maintain air lance perpendicular to the pavement surface with the tip of the lance within 12 inches of the pavement surface. Pavement surfaces contaminated with oils, greases, or other deleterious materials not removed by sweeping and air wash shall be washed with a mild detergent solution, rinsed with potable water, and dried using compressed air lance.

(d) Test Section.

A test section shall be completed prior to starting HFST production work. Surface preparation may be completed on the rest of the project prior to the application of the test section or during the test section cure time. The HFST test section shall:

- Be 20 feet long and 12 feet wide or full lane width.
- Be constructed using the same equipment/application method as production work.

- The test section shall be placed under similar field conditions, ambient temperature, and surface temperatures anticipated for production work.
- Demonstrate the ability of the application process and equipment to apply the binder resin system and aggregate.
- Verify the application rates of the binder resin system and aggregates.

The test section shall be part of the HFST quantity of the project and approved by the Engineer. Should the test section quality be unacceptable and rejected by the Engineer the test section shall be removed and disposed of, and underlying pavement repaired at the Contractor's expense. The Contractor shall not start production work until successful completion of a test section and approval is provided by the Engineer.

(e) Application of HFST.

Pavement joints and cracks greater than 0.25 inches and less than 0.5 inches in width shall be pre-treated with the mixed HFST binder specified herein. After the binder in the pre-treated areas has gelled the installation of the overlay system may proceed.

On roadways with high degrees of transverse cross slope or longitudinal grade the specified application rate and uniform thickness shall be maintained. The Contractor shall ensure proper precautions are in place to keep the binder resin system from running across or down to the low point of the roadway.

HFST shall be placed in one layer. The layer shall consist of a layer of binder followed with a layer of aggregate. The layer of aggregate shall completely cover the binder. No exposed binder shall be visible after the placement of the aggregate. The application rate of the binder shall be 25 to 32 square feet per gallon. The application rate of the high friction aggregate shall be 12 to 15 pounds per square yard.

The HFST installation operation shall proceed in a timely manner to ensure that mixed materials are not allowed to separate, cure, dry, be exposed or harden in such a way as to impair retention and bonding of the aggregate. When the use of automated equipment is required, the high friction aggregate shall be applied within 5 seconds of the binder application onto the pavement surface. When semi-automated or manual application is allowed, the high friction aggregate shall be applied within 5 minutes of the binder application. The Contractor shall remove all excess aggregate by hand or vacuum, suction sweeping before opening the HFST section to traffic. The excess aggregate may be reused on other sections to be overlaid, provided the aggregate is clean, dry, and is not contaminated. HFST applications on high speed highways such as interstates and interstate ramps will require additional sweeping within three days or at the direction of the Engineer, after the completion of the installation.

The Contractor shall plan and execute the work in a manner to provide at least eight hours of curing or the minimum cure time recommended by the manufacturer prior to opening the HFST to traffic. Walking, standing, or any form of contact or contamination with the wet uncured binder prior to the application of the aggregate without the use of spiked shoes to minimize the disturbance to the binder layer shall not be allowed and will result in that section of binder being removed and replaced at the Contractor's expense.

The Contractor shall provide a representative from the binder manufacturer at the preconstruction meeting and at the job site during the beginning of placement of the HFST. The Engineer will suspend placement of the HFST based on the advice of the manufacturer's representative or his/her own observations that the procedure or materials are no meeting specifications. Work shall not resume until the Engineer is satisfied that appropriate remedial action has been taken by the Contractor.

HFST shall not be placed on a new asphalt layer until at least 30 days after the new asphalt layer was placed. HFST shall not be placed on a wet surface or when the ambient temperature is below the polymer binder manufacturer's recommendation. HFST shall not be applied when anticipated weather conditions would prevent proper application and curing of the HFST.

431.04 Method of Measurement.

(a) HFST.

The HFST area acceptably placed will be measured in square yards computed from surface measurements taken to the nearest 0.1 of a foot.

431.05 Basis of Payment.

(a) Unit Price Coverage.

1. HFST.

The accepted quantity will be paid for at the contract unit price per square yard of "High Friction Surface Treatment". This price shall include all materials, procurement, handling, hauling and processing, surface preparation, and includes all equipment, tools, labor, and incidentals required to complete the work.

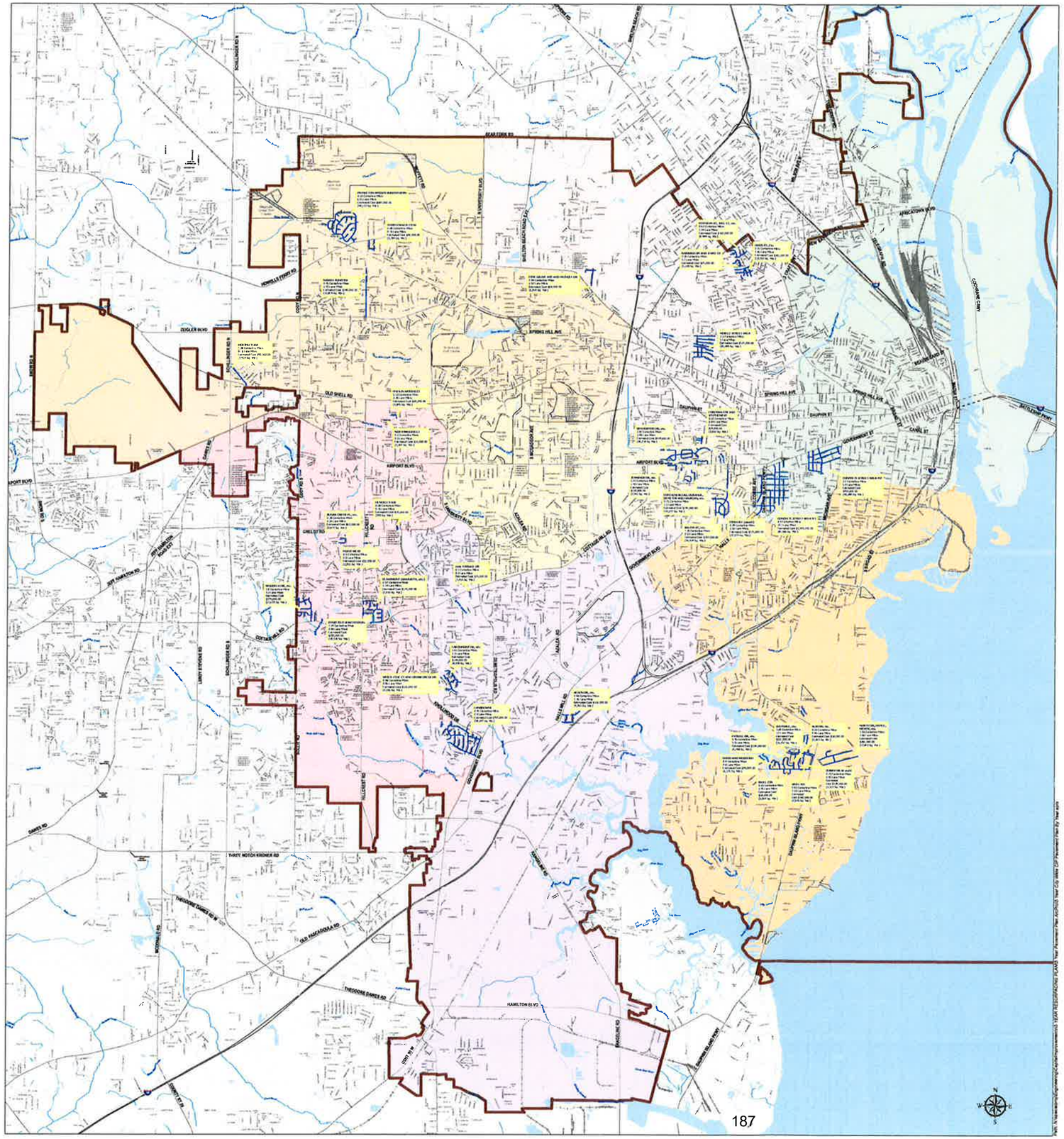
(b) Payment will be made under Item No.:

431-B High Friction Surface Treatment - per square yard

ATTACHMENT "A"

LOCATION

5 Year Pavement Plan
2022 CIP
City of Mobile



2022 CIP PROJECTS

COUNCIL DISTRICT	PROJECT AREA	ESTIMATED COST	CENTERLINE MILES	LANE MILES
1	BARBARA DR AND JEWEL CT	$75,000.00	0.35	0.7
1	DIVISION ST, JOEL CT, etc.	$160,000.00	0.67	1.34
1	GOOD ST, Etc.	$265,000.00	0.92	1.85
1	MOBILE STREET AREA	$576,000.00	2.5	5
1	PINE GROVE AVE AND PRINGLE DR	$64,000.00	0.49	0.97
	TOTAL	**$1,140,000.00**	**4.93**	**9.86**
2	CONCRETE STREET AREA #1	$1,400,000.00	5.4	10.7
2	CONCRETE STREET AREA #2	$650,000.00	2.7	5.4
	TOTAL	**$2,050,000.00**	**8.10**	**16.10**
3	ALSTON, etc.	$58,000.00	0.23	0.46
3	BRILL CIR	$54,000.00	0.23	0.45
3	BRILL RD	$166,000.00	0.61	1.22
3	CURRY DR W and E	$108,000.00	0.23	0.45
3	DOGD AND MCGOUGH	$99,000.00	0.4	0.8
3	GULFDALE, etc.	$255,000.00	1.08	1.5
3	NORTH DR, DOYLE, MCVOY, etc.	$286,000.00	1.33	2.66
3	PICKELL DR, etc.	$108,000.00	0.45	0.9
	TOTAL	**$1,134,000.00**	**4.56**	**8.44**
4	ALDEN DR, etc.	$156,000.00	0.68	1.36
4	LANSDOWNE	$707,000.00	3.45	6.9
4	LARCHMONT DR, etc.	$144,000.00	0.61	1.2
4	OAK TERRACE DR	$23,000.00	0.1	0.2
4	WHITE PINE CT AND CROSS CREEK DR	$115,000.00	0.48	0.95
	TOTAL	**$1,145,000.00**	**5.32**	**10.61**
5	BRIERWOOD DR, etc.	$428,000.00	1.97	3.94
5	FONTAINEBLEAU, DURANDE, DEMETER AND HADRIAN, etc.	$146,000.00	0.75	1.5
5	FOREMAN CIR AND STEPHENS ST	$24,000.00	0.32	0.64
5	JENNINGS DR, etc.	$120,000.00	0.71	1.43
5	PINEHILL (south)	$175,000.00	0.78	1.56
5	SALIVA ST, etc.	$263,000.00	1.26	2.52
	TOTAL	**$1,156,000.00**	**5.79**	**11.59**
6	CLAREMONT (SARASOTA, etc.)	$170,000.00	0.57	1.14
6	EDGEFIELD SUBDIVISION	$350,000.00	1.24	2.48
6	HENCKLEY AVE	$16,000.00	0.08	0.16
6	NORTHWOODS CT	$23,000.00	0.10	0.20
6	PHERIN WOODS CT	$30,000.00	0.13	0.26
6	POINT WEST	$22,000.00	0.10	0.20
6	SUGAR CREEK PL	$62,000.00	0.28	0.56
6	WOODLEA DR, etc.	$379,000.00	1.60	3.20
	TOTAL	**$1,052,000.00**	**4.10**	**8.20**
7	MCKINLEY AVE	$90,000.00	0.38	0.76
7	MIDDLE RING RD	$180,000.00	0.76	1.42
7	PRINCETON WOODS SUBDIVISION	$687,000.00	3.33	6.65
7	THISTLEWAITE/TEW	$46,000.00	0.38	0.76
	TOTAL	**$1,003,000.00**	**4.85**	**9.59**
	GRAND TOTAL	**$8,680,000.00**	**37.65**	**74.39**

MOBILE
ALABAMA

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICTIONS

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **2637**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

H O WEAVER & SONS INC

MOBILE, AL 36618

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, 2022** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of **July, 2021**

175607

SECRETARY-TREASURER

CHAIRMAN

ATTACHMENT "C"

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT

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	H.O. Wpaver & Sons, Inc.
Address	7450 Howells Ferry Rd, Mobile, AL 36618
Telephone	251.342.3025
E-Mail	wallace@hoslawaver.com

RFP/RFQ Solicitation Number	2022-3005-02
Project Description	2022 CIP Resurfacing City Wide
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male / Female / Minority / Non-minority / Vets /
	Total #of Employees 165

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Wallace Harvey

Signature: Wallace Harvey Date: 06.17.2022

Title: Estimator

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: Wallace Harvey Title: Estimator

E-mail:_ Phone: Wallace@hoslawaver.com / 251.342.3025

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 # 2022-3005-B Your Bid/Proposal Amount $ 10,062,169.24

Description 2022 CIP Resurfacing City Wide Date: 6/17/22

Name of Bidder/Proposer: H.G. Weaver & Sons, 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
J. Moore Construction	623-2650	Concrete	$1,863,737.00	18.5%	Yes	

CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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.

CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, 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 _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

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 _____for _____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_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20__.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____

Signature and Seal of Notary Public

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN APR JULY OCT
FEB MAY AUG NOV
MARCH JUNE SEPT DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ _____ __/__/____
(Title) (Date)

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-3005-02
PROJECT NAME 2022 CIP Resurfacing, City Wide

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. **2022-3005-02**
PROJECT NAME 2022 CIP Resurfacing, City Wide

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 of final acceptance.

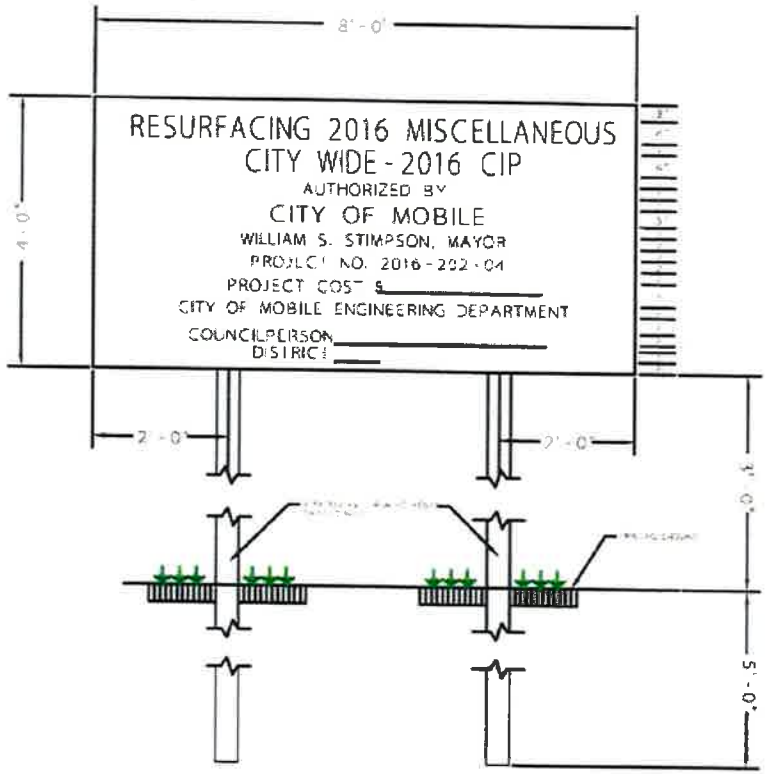
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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



Note: This detail is provided as an example only. Text will be project specific.

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.

CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2
SCALE: N.T.S. | DATE: NOV 20, 2013

ATTACHMENT "F"

PROJECT ADDENDUMS

ATTACHMENT "G"

2022 CIP RESURFACING MAP BOOK

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones, & Gina Gregory

WHEREAS, bids for street resurfacing for districts 1-7 were received and opened on June 17, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H. O. Weaver & Sons Inc. in the amount of $10,062,169.24.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H. O. Weaver & Sons 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: H. O. Weaver & Sons Inc.

Project Name: 2022 CIP Resurfacing, City Wide (D#1-7)

Project Number: 2022-3005-02

Amount: $10,062,169.24

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace existing roof with new PVC single ply roof at the James Seals Park Community Center

Amount of Contract:

$267,720.00

Funding Source

Project # James Seals Park Community Center - Roofing PR-065-20 — **Discretionary Funds**

Project String C0476 CIP Parks-James M Seals Park (20002000-48010) — **Contract Number:**3966

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-065-20 James Seals Park Community Center - Roofing	Cover Memo	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/17/2022 - 12:00 PM
Capital	Rhodes, Brenda	Approved	8/17/2022 - 1:40 PM
Legal	Kern, Chris	Approved	8/17/2022 - 2:23 PM

Mayors Office	Barber, James	Approved	8/18/2022 - 2:51 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	MID-WESTERN COMMERCIAL ROOFERS, INC.
Project Name:	JAMES SEALS PARK COMMUNITY CENTER – ROOFING
Project Number:	PR-065-20
Amount:	$267,720.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0476 / CIP PARKS-JAMES M SEALS PK

CAPITAL PROJECT #: C0476 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-065-20

CONTRACT AMOUNT: $267,720.00

PROJECT DESCRIPTION: TO REPLACE EXISTING ROOF WITH NEW PVC SINGLE PLY ROOF AT THE JAMES SEALS PARK COMMUNITY CENTER (540 TEXAS STREET).

VENDOR NAME: MID-WESTERN COMMERCIAL ROOFERS, INC.

VENDOR NUMBER: 296248

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:** 8/17/2022

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)

Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile, Alabama 36695

City of Mobile Business License Number: 7160
Secretary of State Registration Number: 883-680

for the following Project:
(Name, location and detailed description)

James Seals Park Community Center – Roofing
540 Texas Street
Mobile, Alabama 36603

PR-065-20
For Re-Roofing and Roof Re-Covering of an Existing Community Center

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827
And
Roof Asset Management
4950 Woodfield Drive
Millbrook, Alabama 36054

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:
(1196508250)

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.)

(Paragraph deleted)

[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 Two Hundred Sixty-Seven Thousand Seven Hundred Twenty and 00/100 Dollars ($267,720.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$ 257,720.00
Contingency Allowance:	$ 10,000.00
Total Contract Sum:	$ 267,720.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

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)
Unit Price #1: Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized deck). Include the removal and replacement of 200 square feet of metal deck in the Base Bid.	(SF)	$12.00
Unit Price #2: Remove and replace one (1) cubic foot of unsuitable structural concrete and replace with rigid insulation of an appropriate thickness. Include the removal and replacement of 100 cubic feet of lightweight concrete in the Base Bid.	(CF)	$6.00
Unit Price #3: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking (minimum 2 x 6 nominal) Include the removal and replacement of 200 board feet of unsuitable wood blocking in the Base Bid.	(BF)	$5.00
Unit Price #4: Remove and replace one (1) square foot of rotten or otherwise unsuitable tectum decking. Include the removal and replacement of 200 square feet of		

Init. /

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unsuitable tectum decking in the Base Bid.	(SF)	$10.00

§ 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.

§ 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;

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.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.)

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:

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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.)

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 Mid-Western Commercial Roofers, Inc. has completed the contract for PR-065-20, James Seal Park Community Center – Roofing, 540 Texas Street, Mobile, Alabama 36603. 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.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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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)

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)

Mr. Cole Pace
Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile, Alabama 36695
(251) 490-0998
Email: cpace@midwesternroofers.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;

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.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
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.

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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,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.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%)

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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 Surety licensed with the Alabama Department of Insurance and the Surety'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.

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.

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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:
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.

§ 8.9 Health Practices:

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)

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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
A-1	ROOF PLAN	
A-2	ROOF DETAILS	
A-3	ROOF DETAILS	
A-4	ROOF DETAILS	
A-5	ROOF DETAILS	

.4 Specifications

Section	Title	Date
DIVISION 1:	**GENERAL REQUIREMENTS**	
Section 01010	Summary of the Work	
Section 01210	Allowances	
Section 01220	Unit Prices	
Section 01310	Project Management & Coordination	
Section 01330	Submittal Procedures	
Section 01635	Substitution Procedures	
Section 01700	Execution Requirements	
Section 01710	Closeout Procedures	
DIVISION 2:	**SITE CONSTRUCTION – NOT USED**	
DIVISION 3:	**CONCRETE – NOT USED**	
DIVISION 4:	**MASONRY – NOT USED**	
DIVISION 5:	**METALS – NOT USED**	
DIVISION 6:	**WOOD AND PLASTICS**	
Division 06100	Rough Carpentry	
DIVISION 7:	**THERMAL & MOISTURE PROTECTION**	
Section 075419	Polyvinyl-Chloride (PVC) Roofing	
Section 07620	PVC-Coated Flashing and Sheet Metal	
DIVISION 8:	**DOORS & WINDOWS – NOT USED**	
DIVISION 9:	**FINISHES**	
Section 09600	Paintings and Coatings	
DIVISION 10:	**SPECIALTIES – NOT USED**	
DIVISION 11:	**EQUIPMENT – NOT USED**	
DIVISION 12:	**FURNISHINGS – NOT USED**	
DIVISION 13:	**SPECIAL CONSTRUCTION – NOT USED**	
DIVISION 14:	**CONVEYING SYSTEMS – NOT USED**	
DIVISION 15:	**MECHANICAL – NOT USED**	
DIVISION 16:	**ELECTRICAL – NOT USED**	

.5 Addenda, if any:

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.

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.6 Other Exhibits:

EXHIBIT 1: OMG Fastener Pull Test Report)
EXHIBIT 2: Barter & Associates Wind Speed Calculations (upper & lower roofs)
EXHIBIT 3: Photos

(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
	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 Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, 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 LEFT INTENTIONALLY BLANK

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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: Mid-Western Commercial Roofers, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor

(Rows deleted)
(Printed name and title)

Daniel Smith, Vice 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 Daniel Smith as Vice President of Mid-Western 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 8th day of August, 2022.

NOTARY PUBLIC
My Commission Expires: 12-21-2025

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EXHIBIT A
SCOPE OF WORK

JAMES SEALS PARK COMMUNITY CENTER

ROOFING

Project # PR-065-20

The work of this contract consists of replacing an existing modified bitumen roof with a new PVC single ply roof, including necessary flashings. A little less than half of the roof will be re-covered; the remainder shall be a complete tear-off, requiring the installation of new rigid insulation.

END OF SCOPE OF WORK

Bond No. NAL1688

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Mid-Western Commercial Roofers, Inc., 7430 Hitt Road, Mobile, Alabama 36695, hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of **two hundred sixty-seven seven hundred twenty and no/100 Dollars ($267,720.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete James Seals Park Community Center – Roofing (PR-065-20) 540 Texas Street, Mobile, Alabama 36603, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL
Company: Mid-Western Commercial Roofers, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: VP of Operations

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Samoa A. Prejean, 9744654

Resident Agent: See attached
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative:

Cassie Boatwright, Director, Real Estate
Asset Management
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Jacob A Crawford; Kelly A Menard; Linda B Carbo; Marian D Laughlin; Nancy M Bernard; R.E. Pool; Samoa A Prejean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of November , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of November 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

Bond No. NAL1688

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , Mid-Western Commercial Roofers, Inc., 7430 Hitt Road, Mobile, Alabama 36695, as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of **two hundred sixty-seven seven hundred twenty and no/100 Dollars ($267,720.00)** lawful money of the United States, for the payment of which sum well 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 the ____ day of _____, 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete James Seals Park Community Center – Roofing (PR-065-20) 540 Texas Street, Mobile, Alabama 36603, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and 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 additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations 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 prosecution 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 County in which the work provided for in said Contract is to be performed or in any county in which said Principal and 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 said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint Samoa A. Prejean, Attorney-In-Fact, as the agent of each of them to receive and accept service 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. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any 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 two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022

CONTRACTOR AS PRINCIPAL
Company: Mid-Western Commercial, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: VP of Operations

SURETY
Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Samoa A. Prejean, 0744654
Attorney in Fact

Resident Agent: See attached
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
_____
Phone and Fax: _____

Owner's Representative:

Cassie Boatwright, Director, Real Estate
Asset Management
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Jacob A Crawford; Kelly A Menard; Linda B Carbo; Marian D Laughlin; Nancy M Bernard; R.E. Pool; Samoa A Prejean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of November , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of November 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2022 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

The Surety & Fidelity Association of America

Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States and have been repealed by state legislatures. Such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the requirement that the countersignature must be that of a resident agent that violates the law.

The National Association of Surety Bond Producers (NASBP) and the Surety & Fidelity Association (SFAA) are aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP and SFAA receive dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher, 287 F. Supp. 2d 1302* (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between properly licensed resident agents and non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Members may want to have the bond forms reviewed to ensure that the bonds do not contain an illegal resident agent signature or countersignature requirement. To clarify, it is permissible for bond forms to contain a licensed (resident OR non-resident) agent countersignature requirement, just not that it be a resident agent.

Since an earlier version of this white paper was first released in October 2018, there has been confusion about the ambit of the term "resident agent" in this white paper. The term "resident agent" in this context refers to resident insurance agents--and NOT to resident agents for purposes of service of process.

Alabama Secretary of State

Mid-Western Commercial Roofers, Inc.	
Entity ID Number	000 - 883 - 680
Entity Type	Foreign Corporation
Principal Address	2235 IRVIN COBB DRIVE PADUCAH, KY 42001
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Kentucky
Formation Date	
Qualify Date	05/05/1983
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	

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	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	05/05/1983 Certificate of Formation 2 pgs.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

E-Verify

Company ID Number: 494647

Approved by:

Employer Mid-Western Commmercial Roofers, Inc.	
Name (Please Type or Print) Marcus W Dobert	Title
Signature Electronically Signed	Date 01/25/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/25/2012

E-Verify

Company ID Number: 494647

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mid-Western Commmercial Roofers, Inc.
Company Facility Address	7430 Hitt Road Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	610936572
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
900 E. St. Mary Blvd., Suite 112
Lafayette LA 70503

CONTACT NAME: Kari Sonnier
PHONE (A/C, No, Ext): 13372895000 **FAX (A/C, No):** 337-235-7772
E-MAIL ADDRESS: kari_sonnier@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : Continental Insurance Company	35289
INSURER C : Transguard Insurance Company of America	28886
INSURER D : American Zurich Insurance Company	40142
INSURER E :	
INSURER F :	

INSURED MID-COM-06
Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile AL 36695

COVERAGES **CERTIFICATE NUMBER:** 175607661 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	7014771771	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	7014771754	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	7014877377	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE Agg-Products-Complete	$ 4,000,000 $ 4,000,000 $ 4,000,000
B	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	Y	7014771768	5/1/2022	5/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	Leased/Rented Equipment Builders Risk	Y		IMP 1000326 01 BR74042222	5/1/2022 8/3/2022	5/1/2023 2/3/2023	Limit Builders Risk Limit Builders Risk Ded	$350,000 $267,720 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability.

Waiver of Subrogation applies to Certificate Holder, as respects to General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

General Liability Includes Contractor's Blanket Additional Insured Endorsement with Products Completed Operations Coverage. Contractors General Liability Extension Endorsement (GLEE) includes Per Project Aggregate, Blanket Waiver of Subrogation, Primary and Non-Contributory, Wrap Up Extension, Incidental Healthcare Malpractice, Non-owned Watercraft Coverage (under 55 feet)
See Attached...

CERTIFICATE HOLDER
City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MID-COM-06

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.	NAMED INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695
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 policy is over General Liability, Auto Liability, and Workers Compensation/Employers Liability policies. Umbrella Policy is Follow Form.

Policies include Primary and Non Contributory endorsement and 30 Days Notice of Cancellation.

Project: PR-065-20 - Re-Roofing and Roof Re-Covering of Existing Community Center
James Seals Park Community Center, 540 Texas Street, Mobile, AL 36603

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except Workers Compensation, shall be Primary and Non-Contributory with any other Insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except for non-payment).

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The ACORD name and logo are registered marks of ACORD

Disclosure Statement



It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement



NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

US Assure

PAYMENT INSTRUCTIONS

FOR THE ZURICH BUILDERS RISK INSURED

Thank you for trusting the Builders Risk Plan insured by Zurich for your construction project.

The following policy is not your invoice. A separate premium invoice for your Zurich Builders Risk policy will be mailed directly to you within 48 hours after being issued by your agent. The premium invoice will be addressed from US Assure, the exclusive program administrator and services provider for the Builders Risk Plan insured by Zurich.

To help ensure no lapse in coverage occurs, payment for your policy should be remitted to US Assure at the following address by the due date shown on the invoice:

US Assure
P.O. Box 935597
Atlanta, GA 31193-5597

For billing-related support, contact our dedicated team at (855) 872 - 7787 Monday through Friday, 7:30 a.m. to 7:30 p.m. Eastern time.

Your insurance agent or broker continues to be your primary contact for policy servicing and general inquiries.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR74042222**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile, AL 36695

2. Producer Information:

A Name: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
PO BOX 51187
LAFAYETTE, LA 70505

B Telephone # +1 337 289 5032
C Fax #
D Zurich Producer # 02077022
E Field Office Name
F Field Office Code

3. Policy Period – From: 08/03/2022 **To:** 02/03/2023
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**

5. Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
540 Texas St
Mobile, AL 36603

New Construction			
A)	Any one building or structure	$	267,720
B)	All covered property at all locations (same as A unless otherwise noted)	$	267,720
Remodeling			
D)	Renovations and improvements	$	See new construction
E)	Existing buildings or structures	$	
F)	Rate	$	0.291
G)	Premium	$	779.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	779.00

6. Deductible: ☐$500 ☐$1,000 ☒$2,500 ☐$5,000 ☐Other

7. Forms Applicable To This Coverage Part:
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
BR74042222	From 08/03/2022To 02/03/2023	American Zurich Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. PO BOX 51187 LAFAYETTE, LA 70505

COVERAGE PARTS AFFECTED

Builders Risk Coverage

CHANGES

Additional Insured:

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

Additional Insured:

Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

Additional Insured:

Roof Asset Management
4950 Woodfield Drive
Millbrook, AL 36054

Authorized Representative Signature

IL 12 01 11 85

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BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74042222
Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)	LIMIT OF INSURANCE
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$ 25,000
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 267,720
Increased Cost Of Construction	$ 267,720
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 267,720
i. Preservation Of Property	Included
j. Rewards	$ 25,000
k. Property At A Temporary Storage Location	$ 25,000
l. Property In Transit	$ 25,000
m. Claim Preparation Expense	$ 10,000
n. Contract Penalties	$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐	**Business Income (HBIS-95)**	$
	Anticipated Project Completion Date	
	Monthly Limit Of Indemnity	(fraction)
	Deductible Period	days
	Civil Authority	
☐	**Business Income And Extra Expense (HBIS-82)**	$
	Anticipated Project Completion Date	
	Monthly Limit Of Indemnity	(fraction)
	Deductible Period	days
	Business Income	
	Extra Expense	
	Civil Authority	
☐	**Development Or Subdivision Fences, Walls And Signs (HBIS-58)**	$
☐	**Expediting Expense (HBIS-93)**	$
☐	**Extra Expense (HBIS-92)**	$
☐	**Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)**	$
☐	**Soft Costs Coverage (HBIS-88)**	$
	Anticipated Project Completion Date	
	Deductible Period	days
	Expense To Mitigate Loss	
	Civil Authority	
☐	**Builders Risk Green Building (HBIS-96)**	
	Limit Of Liability	$
	"LEED® Building Rating"	

Policy Number BR74042222

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Mid-Western Commercial Roofers, Inc.

Effective Date: 08/03/2022
12:01 A.M., Standard Time

Agent Name: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, Agent No.: 02077022

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-80(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

Important Notice – In Witness Clause

ZURICH®

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[ ] *President*

[ ] *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form

ZURICH

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. **Covered Property**, as used in the Coverage Form, means:

   Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

   a. Your property;

   b. Property of others for which you are legally responsible;

   c. Paving, curbing, fences and outdoor fixtures;

   d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;

   e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and

   f. Foundations of buildings and foundations of structures in the course of construction.

2. **Property Not Covered**

   Covered Property does not include:

   a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;

   b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;

   c. Land and water;

   d. "Existing inventory", unless specifically endorsed;

   e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and

   f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

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3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS.**

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;

(2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;

(3) Hidden decay;

(4) Hidden insect or vermin damage;

(5) Weight of people or personal property;

(6) Weight of rain that collects on a roof; or

(7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

(1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.

(2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

(1) Extract "pollutants" from land or water; or

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(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

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No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and

(iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.

(b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.

(c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.

(d) We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

(4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

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(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

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(a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;

(b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and

(c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.

(2) Claim preparation expense does not mean the expense incurred for:

(a) Negotiating or presenting any claim that we have disputed or denied;

(b) Attorneys, public adjusters, loss appraisers or loss consultants; or

(c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph **2.e.** of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action 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.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

(1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water or their spray, all whether driven by wind or not;

(2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(3) Mudslide or mudflow;

(4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

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(5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;

(6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

(a) Do your best to maintain heat in the building or structure; or

(b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.

b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

(1) While acting alone or in collusion with others; and

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.

d. Shortage of property found upon taking inventory.

e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.

f. "Collapse", except as provided in the **Collapse** Additional Coverage.

g. (1) Wear and tear.

(2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.

(3) Insects, vermin, rodents.

(4) Corrosion, rust, fungus, mold, mildew, rot.

(5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.

(6) Settling, cracking, shrinking, or expansion of any Covered Property.

h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

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i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.

j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

a. Weather conditions which contribute in any way to a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of all or part of any Covered Property wherever located.

d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

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2. **Where Coverage Applies**

This coverage applies to Covered Property while within the coverage territory while:

a. At any construction site you have reported;

b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

c. In transit except imports or exports while ocean marine coverage applies.

3. **When Coverage Begins And Ends**

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

a. Once your interest in the Covered Property ceases;

b. Ninety days after initial occupancy of the Covered Property unless:

(1) That building is being used as a model home;

(2) That building is being remodeled and is a single family dwelling; or

(3) That building is being used as a "model home leaseback".

c. When the Covered Property is leased to or rented to others:

(1) For a single family dwelling, when the building is leased or rented to others;

(2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or

(3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

d. When you abandon the reported location with no intention to complete it;

e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

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g. Once the Covered Property is accepted by the owner or buyer and:

(1) The contractor has been paid in full; or

(2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

(1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or

(2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

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However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

a. The term mortgage holder includes trustees.

b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.

c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. We will not notify the mortgage holder if:

(1) You cancel this policy, or

(2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to $25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

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If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

a. Divide the reported value by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph **a.**; and

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported Value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$100,000 = 1.00

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from result of paragraph **b.**

$60,000 - $1,000 = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	$1,000
Reported Value	$100,000
"Total estimated completed value"	$120,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$120,000 = .833

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x .833 = $49,980

c. Deductible amount Subtracted from result of paragraph **b.**

$49,980 - $1,000 = $48,980

8. Liberalization Clause

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If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:

   a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;

   b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;

   c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

2. "Commercial structure" means any structure other than a one to four family dwelling.

3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.

4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.

5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.

6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.

7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.

8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.

9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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10. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.

11. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.

12. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:

    a. Money or securities;

    b. Converted data; or

    c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

14. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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Non-Reporting Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

   e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

   4. Reporting Provisions

   a. The premium charged is fully earned and no refund is due to you when coverage ends.

   b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

   7. Coinsurance

   If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

   a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

   b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

   c. Subtract the deductible from the figure determined in paragraph **b.**

   Example No 1.

   (This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

   a. Limit of Insurance/Total Estimated Completed Value

   $100,000/$100,000 = 1.00

   b. Amount of loss x percentage in A

   $60,000 x 1.00 = $60,000

   c. Deductible amount subtracted from results in B

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$60,000 - $1,000 = $59,000

Total amount of loss payable = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	$1,000
Limit of Insurance	$100,000
"Total Completed Estimated Value"	$120,000
Amount of loss	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$120,000 = .833

b. Amount of loss x percentage in A

$60,000 x .833 = $49,980

c. Deductible amount subtracted from results in B

$49,980 - $1,000 = $48,980

Total amount of loss payable = $48,980

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Named Storm Deductible

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Schedule

Loc. #	Address
1	540 Texas St, Mobile, AL 36603

Named Storm Deductible Percentage: 3 %, subject to a minimum Deductible of $ 2,500

For loss or damage caused by "named storm", Section **D. DEDUCTIBLE** is replaced by the following:

The Named Storm Deductible applies to loss or damage to Covered Property caused directly or indirectly by a "named storm".

NAMED STORM DEDUCTIBLE CLAUSE

1. **Non Reporting Form**
   - **a.** The Deductible amount will be determined by multiplying the Named Storm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.
   - **b.** We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of the Named Storm Deductible, up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.
2. **Reporting Form**
   - **a.** The Deductible amount will be determined by multiplying the Named Storm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.
   - **b.** We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of that Named Storm Deductible, up to the "total estimated completed value" reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.
3. **Deposit Premium Form**
   - **a.** The Deductible amount will be determined by multiplying the Named Store Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately

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for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of the Named Storm Deductible up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

For the purposes of this endorsement, "named storm" means any storm or weather disturbance caused by or resulting from a specific storm system that has been named by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the National Hurricane Center (NHC), the Central Pacific Hurricane Center (CPHC), or any comparable worldwide equivalent.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Deductible Amendatory Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Changes In Cancellation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Common Policy Conditions

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

All other terms, conditions, provisions and exclusions of the policy remain the same.

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Changes In Valuation Condition



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

All other terms, conditions, provisions and exclusions of the policy remain the same.

Insured Name:
Policy Number:
Effective Date:

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.

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6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in **1.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or

b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

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2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:
   - **a.** By or at the direction of any insured; and
   - **b.** With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:
   - **a.** Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
   - **b.** For the act causing the loss, either:
     - **(1)** Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
     - **(2)** Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within the time limitations prescribed by Alabama law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. **Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Non-Renewal Notice

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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SANCTIONS EXCLUSION ENDORSEMENT

ZURICH®

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
BR74042222	From 08/05/2022 To 02/03/2023	American Zurich Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. PO BOX 51187 LAFAYETTE, LA 70505 #02077022

COVERAGE PARTS AFFECTED

Builders Risk Coverage

CHANGES

The following premium bearing changes were made to the policy:
Additional Premium: $12.00
The 'Property at a Temporary Storage Location' limit of insurance shown in the Declarations has been increased by the following amount: $100,000 to now read as follows: $125,000
Amend Property at a Temporary Storage Location rate to read: $.008
The 'Property in Transit' limit of insurance shown in the Declarations has been increased by the following amount: $100,000 to now read as follows: $125,000
Amend Property in Transit rate to read: $.004
The 'Policy Premium' shown in the Declarations is amended to now read as follows: $791.00

Authorized Representative Signature

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Project Agreement between the City of Mobile, Mobile County, AL, AL Mobile Satchel, LLC, and Realtylink, LLC

Amount of Contract:

$1,250,000

Effective Date of Contract:

8/30/2022

Funding Source

Project # Topgolf **Discretionary Funds** n/a

Project String C0007 **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 Project Agreement	Resolution Letter	8/18/2022
Project Agreement with City of Mobile, Mobile County, AL Mobile Satchel, LLC, and Realtylink, LLC	Backup Material	8/18/2022
Capital Contract Summary Sheet	Backup Material	8/18/2022
Revised Capital Summary Sheet	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	8/18/2022 - 2:28 PM
Mayors Office	Barber, James	Approved	8/18/2022 - 3:02 PM

2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor 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, the Project Agreement between the City of Mobile ("City"), Mobile County, AL Mobile Satchel, LLC, and Realtylink, LLC, and to sign any agreements or other documents in connection with the Project Agreement, and to perform all acts necessary in connection with the Project Agreement, as outlined in the Project Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Project Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

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PROJECT AGREEMENT

THIS PROJECT AGREEMENT ("Agreement") is made and entered into as of August ___, 2022 (the "Effective Date") by and among **MOBILE COUNTY**, a body corporate, politic and a political subdivision of the State of Alabama, by and through the Mobile County Commission (the "County"), the **CITY OF MOBILE**, an Alabama municipal corporation (the "City"), **AL MOBILE SATCHEL, LLC**, an Alabama limited liability company (the "Developer"), and **REALTYLINK, LLC**, a South Carolina limited liability company (the "Guarantor"). The County, the City, the Developer and the Guarantor are each a "Party" to this Agreement and are collectively referred to as the "Parties." The County and the City are sometimes referred to collectively as the "Governmental Parties."

RECITALS

WHEREAS, the Developer has acquired a thirteen (13) acre site in the City (the "Site") and intents to redevelop the Site for commercial use; and

WHEREAS, the Site currently includes a building which previously served as a movie cinema and occupies a high traffic and high visibility site near Interstate 65 and Government Street; and

WHEREAS, the Developer has secured Topgolf, a world class golf entertainment operator, as the primary tenant (the "Tenant") on the Site and intends to fully redevelop the Site and to construct a new venue concept for the Tenant. This facility will occupy +/- nine-and-one-half (9.5) acres of the Site and will represent an investment of approximately Twenty-Two Million Dollars ($22,000,000.00) while creating approximately one hundred and fifty (150) full-time and part-time jobs (the "Project"); and

WHEREAS, this Project will be a regional destination as a world class golf entertainment venue, will complement and support the Mobile community, will strengthen the tax base and create jobs at a currently underutilized location; and

WHEREAS, the Project will include one of the first of its kind venue format, and will be family friendly and community focused; and

WHEREAS, the new facility will include sixty (60) hitting bays housed in a multi-story building and will include state of the art golf ball tracking technology, surface targets, mini-golf, and outdoor patio area, along with full service restaurant and bar (the "Facility"); and

WHEREAS, in reliance on the Developer's representations of the total capital investment and employment for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the County, the City, and their citizens, the County and the City have committed to making available to the Developer certain Incentives in the manner and amounts described herein, subject to existing law, as presently interpreted and construed; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the County, the City, the Developer, and the Guarantor have delivered this Agreement.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

AGREEMENT

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. The Developer's Commitments, Representations and Warranties. In consideration of the County and City providing the Incentives described herein, the Developer makes the following commitments to the County and City:

(a) The Developer acknowledges that the citizens of the County and City anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project.

(b) In furtherance of the Project, the Developer represents and warrants that the capital investment required for the Project will be approximately $22,000,000.00 for the construction, equipping, furnishing, and other capitalized expenditures, in order to make improvements for and otherwise provide for the operation of the Project and to secure the Tenant as the lessee and operator of the Project.

(c) In furtherance of the Project, the Developer represents and warrants that at least 150 Project Employees (the "Jobs Target") will be hired for the Project not later than June 30, 2024 (the "Jobs Target Date").

(d) The Developer and Tenant shall give good faith consideration to County-based contractors and vendors and County and City residents to provide products and services in constructing, equipping, and operating the Project. The Developer and Tenant shall use commercially reasonable efforts to ensure that contractors and vendors selected for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Developer and the Tenant.

(e) The Developer acknowledges and agrees that the City and the County, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation. It is the intent of the Developer and the Tenant to endeavor to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services related to the Project. Notwithstanding the foregoing, the Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Developer and the Tenant.

(f) The Developer shall cause the Tenant to give good faith consideration for employment at the Project to qualified County and City residents, subject in all cases to the Tenant's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties

acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Tenant.

(g) The Developer has made available adequate funding to complete the development and construction of the Project and fund the initial operations of the same.

(h) The Developer and its Tenant are in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

(i) By signing this Agreement, the Developer affirms, for the duration of the Agreement, that neither the Developer nor the Tenant will knowingly violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if the Developer, or the Tenant, is found to be in violation of this provision, it shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

(j) The Developer has committed to lease the Project to the Tenant to operate for the duration of this Agreement subject to the provisions set forth herein.

(k) Neither the Developer, nor the Tenant, is prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(l) The Developer has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Developer's board of directors, officers, managers, trustees or any other persons is required under either the organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Developer to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been, or will be prior to the transfer of the Incentives, duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, reasonable documentation of the foregoing authority and action shall be provided by the Developer. The Developer's legal counsel, upon reasonable request by the County and/or City, shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 2(h) and Section 2(k).

(m) The Developer agrees to use commercially reasonable efforts to endeavor, in good faith, to achieve the following goals in its development and operation of the Project:

(1) All contractor and subcontractor awardees shall be equal opportunity employers;

(2) Fifty percent (50%) of all newly hired employees post-opening are to be local residents with the exception of certain back-office operations that require the relocation of personnel.

Within sixty (60) days after the later of (i) the anniversary date of this Agreement and (ii) the date the Facility is open to the public for business, the Developer agrees to provide, or cause to provide, a one-time report to the Mobile Area Chamber of Commerce's Economic Development Department (the "Chamber") describing the progress of its efforts to endeavor to achieve the goals set forth in subsections referenced above. During the balance of the Jobs Maintenance Period (as defined in Section 6 hereof), the Developer will further endeavor to provide similar reports upon the written request of the Chamber.

3. The Guarantor's Commitments, Representations and Warranties. In consideration of the County and City providing the Incentives described herein, the Guarantor makes the following commitments to the County and City:

(a) The Guarantor acknowledges and agrees that this Agreement is valid, binding and enforceable against the Guarantor.

(b) The Guarantor acknowledges and agrees that the Incentives provided to the Developer are contingent upon the fulfillment of certain commitments of the Developer and the Tenant as described herein (the "Commitments").

(c) The Guarantor acknowledges and agrees that, pursuant to Section 7 of this Agreement, the Developer is obligated to make certain payments to the County and/or the City, as applicable, in connection with the Developer's and/or the Tenant's failure to meet the Commitments.

(d) The execution, delivery and performance by the Guarantor of this Agreement does not and will not conflict with or result in a breach of the terms or provisions of any indenture, agreement or instrument to which the Guarantor is a party, or by which the Guarantor is bound, or to which the Guarantor is subject, or constitute a default thereunder.

(e) The Guarantor is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(f) The Guarantor has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Guarantor's board of directors, officers, managers, trustees or any other persons is required under either the organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Guarantor to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been, or will be prior to the transfer of the Incentives, duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, reasonable documentation of the foregoing authority and action shall be provided by the Guarantor. The Guarantor's legal counsel, upon reasonable request by the County and/or City,

shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 3(e) and Section 3(f).

(g) The Guarantor hereby irrevocably and unconditionally, as primary obligor and not merely as a surety, guarantees to the County and the City the due and punctual payment and performance of any and all of the Developer's obligations under this Agreement (the "Guaranteed Obligations"). The Guarantor waives presentment to, demand of payment from and protest to the Developer of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee, notice of protest for nonpayment, and notice of acceleration or intent to accelerate the Guaranteed Obligations.

(h) The Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the County and/or the City to any collateral held for the payment of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the County and/or the City in favor of the Developer or any other person.

(i) The Guarantor agrees that if the Guaranteed Obligations are not fully and timely paid or performed according to the tenor thereof, whether by acceleration or otherwise, the Guarantor shall immediately upon receipt of written demand therefor from either the County or the City pay all amounts due or performance obligations hereby guaranteed in like manner as if the obligations constituted the direct and primary obligations of the Guarantor. The Guarantor shall not have any right of subrogation as a result of any payment or performance hereunder or any other payment made or performance by the Guarantor on account of the amounts or obligations due hereunder, and the Guarantor hereby waives, releases and relinquishes any claim based on any right of subrogation, any claim for unjust enrichment or any other theory that would entitle the Guarantor to a claim against either the County or the City based on any payment made or performance hereunder or otherwise on account of the amounts or obligations due hereunder.

4. Representations and Warranties of the County and the City. The City and County, respectively, hereby represent and warrant as follows:

(a) The City is duly organized as a municipal corporation under the laws of the State of Alabama and is not in default under any of the provisions contained in its charter.

(b) The City and County have corporate power and authority to enter into this Agreement pursuant to the applicable law and to carry out its obligations hereunder.

(c) By proper corporate action, the City and County, respectively, have duly authorized the execution, delivery, and performance of this Agreement.

(d) The execution and delivery by the City and the County of this Agreement and the consummation by it of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under its charter or any agreement, instrument, order or judgment to which it is a party or is subject.

(f) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened against the City or the County or affecting it or its

properties, that (1) involves the consummation of the transactions contemplated by, or the validity or enforceability of, any of this Agreement, or (2) could have a materially adverse impact upon its financial condition or operations.

(g) The development of the Project for the purposes set forth in this Agreement will result in direct economic benefits to the City.

(h) The City further represents and warrants the following:

(i) To process in an efficient and expeditious manner all applications for licenses, zoning permits, subdivisions, utilities, and related municipal approvals relating to the Project.

(ii) To provide all public services, consistent with services provided to others similarly situated, such as police and fire services, for the benefit of the Project at a cost to the Developer not in excess of the usual and customary cost of the City providing such services to the public.

5. Commitments of the County and the City. In consideration of the Developer undertaking the Project and the economic benefit to the County, City, and local community to be realized from the Project:

(a) County Cash Incentive. The County shall make available to the Developer One Million, Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00) (the "County Cash Incentive") to reimburse the Developer for costs and capital expenses incurred in leasing, developing, constructing, and equipping the Project.

(b) Payment of the County Cash Incentive. The County shall transfer the County Cash Incentive to the Developer at such time as the Developer provides the County with proof of closing the Developer's construction loan in support of the Project (the "Construction Loan Close"), certified by an authorized officer of the Developer. Payment under this Section 5(b) shall be in accordance with and subject to the provisions of Section 7.

(c) City Cash Incentive. The City shall make available to the Developer One Million, Two Hundred Fifty Thousand and No/100 Dollars ($1,250,000.00) (the "City Cash Incentive") to reimburse the Developer for costs and capital expenses incurred in leasing, developing, constructing, and equipping the Project.

(d) Payment of the City Cash Incentive. The City shall transfer the City Cash Incentive to the Developer at such time as the Developer provides the City with proof of the Construction Loan Close, certified by an authorized officer of the Developer. Payment under this Section 5(d) shall be in accordance with and subject to the provisions of Section 7.

6. Annual Compliance During the Jobs Maintenance Period. The Developer acknowledges that the Incentives offered by the County and City hereunder are based, in part, on the estimated economic impact that will be realized from the capital investment, additional payroll and jobs created by the Project, and that those benefits are justified only if the Developer and its Tenant materially fulfill the commitments as described herein. Annual compliance is required

during the five (5) Reporting Years immediately following the date on which the Tenant Commences Operations (the "Jobs Maintenance Period"). Within thirty (30) days after the annual anniversary of the date on which the Tenant Commences Operations, the Developer or its acceptable assignee shall furnish to the County a Certificate of Compliance certifying the Employment Level of the Project for the previous twelve full calendar months. Within thirty (30) days after the annual anniversary of the date on which the Tenant Commences Operations, the Developer, or its acceptable assignee, shall furnish to the City a Certificate of Compliance certifying the Employment Level of the Project for the previous twelve full calendar months. The County and/or City may require the Developer to provide such other documentation which the County and/or City deems reasonably necessary to confirm the Tenant's certification.

7. Recapture of the County Cash Incentive and the City Cash Incentive. The Developer acknowledges that the Incentives offered by the Governmental Parties are based, in part, on the estimated economic impact that will be realized from the opening of the Project and the additional payroll and jobs created by the Project, and that those benefits are only justified if the Developer and its Tenant fulfill their respective commitments as described herein.

(a) *Recapture from the Developer for Tenant's Failure to Commence Operations*. The Developer is subject to recapture of the County Cash Incentive and the City Cash Incentive as follows:

(i) If Tenant fails to Commence Operations at the Project on or before June 30, 2024, the Developer or the Guarantor shall pay to each of the County and the City a fee equal to $250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2024.

(ii) If the Tenant fails to Commence Operations at the Project on or before June 30, 2025, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to $250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2025.

(iii) If the Tenant fails to Commence Operations at the Project on or before June 30, 2026, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to $250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2026.

(iv) If the Tenant fails to Commence Operations at the Project on or before June 30, 2027, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to $250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2027.

(v) If the Tenant fails to Commence Operations at the Project on or before June 30, 2028, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to $250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2028.

(b) *Recapture from the Developer for Cessation of Business*. Notwithstanding anything herein to the contrary, if for any reason whatsoever during the period beginning with the

Commencement of Construction and ending upon the expiration of the Jobs Maintenance Period, the Developer substantially abandons the construction of the Project or the Tenant permanently closes the Project or relocates substantially all of its operations conducted at the Project to a location outside of the City (each such event constituting a "Cessation of Business"), then within thirty (30) days after the occurrence of the Cessation of Business, the Developer shall be given the opportunity to meet with the County and City to discuss the reasons therefor. If following such meeting the City and County make written demand to the Developer, the Developer or the Guarantor will pay to the Governmental Parties in immediately available funds an amount equal to the County Cash Incentive and the City Cash Incentive actually received by the Developer, as applicable, less the total of any payments theretofore received by the Governmental Parties from the Developer pursuant to this Section 7.

(c) *Recapture of the County Cash Incentive from the Developer*. In the event that the Tenant does not meet the Yearly Average Target by the Jobs Target Date, the County will be entitled to the payment by the Developer or the Guarantor of an amount equal to all or a portion of the County Cash Incentive based on the difference between the actual number of Project Employees and the Yearly Average Target. In such case, the amount of the County Cash Incentive will be divided by the number of years of the Jobs Maintenance Period to obtain the "Prorated County Cash Incentive Amount." The Prorated County Cash Incentive Amount will then be divided by the applicable Yearly Average Target to determine the "Per-Job County Cash Incentive Amount." The Per-Job County Cash Incentive Amount will then be multiplied by the amount by which the actual number of Project Employees is less than the number of Project Employees required by the Yearly Average Target to determine the amount to be paid to the County for the Tenant's failure to reach the Yearly Average Target by the Jobs Target Date. Such amount will be remitted to the County by the Developer or the Guarantor in immediately available funds within thirty (30) days after the Developer receives written demand therefor from the County.

(d) *Recapture of the City Cash Incentive from the Developer*. In the event that the Tenant does not meet the Yearly Average Target by the Jobs Target Date, the City will be entitled to the payment by the Developer of an amount equal to all or a portion of the City Cash Incentive based on the difference between the actual number of Project Employees and the Yearly Average Target. In such case, the amount of the City Cash Incentive will be divided by the number of years of the Jobs Maintenance Period to obtain the "Prorated City Cash Incentive Amount." The Prorated City Cash Incentive Amount will then be divided by the applicable Yearly Average Target to determine the "Per-Job City Cash Incentive Amount." The Per-Job City Cash Incentive Amount will then be multiplied by the amount by which the actual number of Project Employees is less than the number of Project Employees required by the Yearly Average Target to determine the amount to be paid to the City for the Tenant's failure to reach the Yearly Average Target by the Jobs Target Date. Such amount will be remitted to the City by the Developer or the Guarantor in immediately available funds within thirty (30) days after the Developer receives written demand therefor from the City.

(e) Notwithstanding anything herein to the contrary, the maximum amount of payments pursuant to this Section 7 that the County may request from the Developer or the Guarantor will be the amount of the County Cash Incentive actually paid to the Developer, and the maximum amount of payments pursuant to this Section 7 that the City may request from the Developer or the Guarantor will be the amount of the City Cash Incentive actually paid to the Developer.

(f) The right of the Governmental Parties to be paid by the Developer or the Guarantor an amount up to the County Cash Incentive and the City Cash Incentive actually received by the Developer, as applicable, pursuant to this Section 7, will survive the termination of this Agreement and will end upon the expiration of the Jobs Maintenance Period.

8. Grounds for Termination of the Obligations of the County and City. The obligations of the County and/or City hereunder may be terminated by the County and/or City, as applicable, by providing written notice to the Developer and Tenant, upon the occurrence of any of the following events:

(a) Failure of the Developer or the Tenant to file any Certificate of Compliance that is required by the terms of this Agreement. After any such failure, the County and/or City shall provide thirty (30) days written notice and provide a commercially reasonable opportunity to cure before declaring a default.

(b) The reasonable determination by the County and/or City that any representations made by the Developer or its agents to induce the County or City or any agency or subdivision thereof to offer incentives to the Project pursuant to this Agreement are not true in any material respect.

(c) Notwithstanding the forgoing, any such deadline, or cause for termination, shall be extended automatically to the extent that the Developer is prevented or hindered from providing such proofs, reports or certificates due to any of the following causes beyond the Developer's commercially reasonable control: (1) acts of God; (2) flood, fire, or explosion; (3) war, invasion, riot, or other civil unrest; (4) governmental order or law or action by any governmental authority; (5) actions, embargoes or blockades in effect on or after the date of this Agreement; (6) declared national or regional emergency; (7) strikes, labor stoppages, or significant industrial disturbances; (8) shortage of adequate power or transportation facilities; or (9) capital market disruptions.

9. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

10. Assignment. This Agreement is not assignable, except that the Developer shall have the right at any time to assign this Agreement or any part hereof if such assignment is part of a transfer of substantially all of the Developer's assets related to the Project. In the event of such assignment, the Developer shall give the County and City written notice at least ten (10) days prior to the effective date of such assignment. Any assignee must agree in writing to assume the obligations of the Developer under this Agreement. In the event of such an assignment, the Guarantor hereby agrees to continue to be responsible for guaranteeing the Guaranteed Obligations unless specifically excused therefrom by the County and/or the City, to be expressed in writing and signed by an authorized representative of the County and/or the City, as applicable. The above-mentioned notice must contain sufficient documentation to satisfy the County and/or City that the proposed assignee has agreed to perform all obligations required of the Developer under this Agreement. In the absence of written notice by the Developer that meets the requirements above,

the Agreement shall not be assignable. Nothing herein shall prohibit the assigning this Agreement through a merger or otherwise by operation of law.

11. Further Assurances. The County and City each agree to do all things and take all actions permitted by law required by this Agreement. The Developer and the Guarantor each agree to do all things and take all actions permitted by law required by this Agreement.

12. Section Titles and Headings. The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

13. Survival of Representations and Warranties. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

14. Waivers. Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

15. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

16. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the County:

Glenn L. Hodge, County Administrator
Mobile County Commission
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Glenn.Hodge@mobilecountyal.gov

With a copy to:
Jay M. Ross, County Attorney
Mobile County Commission
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1001
Jay.Ross@arlaw.com

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Developer:

[AL Mobile Satchel, LLC]
[_____]
[_____]
Attn: [John Whitson]

With a Copy to:
[_____]
[_____]
[_____]
[_____]
Attn: [_____]

To the Guarantor:

RealtyLink, LLC
[_____]
[_____]
Attn: John Whitson

With a Copy to:
[_____]
[_____]
[_____]
[_____]

Attn: [_____]

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 16.

17. Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section 17:

"Annual Update" shall have the meaning set forth in Section 2(m) hereof.

"Certificate of Compliance" shall be in the form attached hereto as **Exhibit B**.

"Cessation of Business" shall have the meaning set forth in Section 7(b) hereof.

"City" shall have the meaning set forth in the Preamble hereof.

"City Cash Incentive" shall have the meaning set forth in Section 5(c) hereof.

"Commence Construction" or "Commencement of Construction" means the first date that physical work is being performed, using appropriate equipment and manpower, to install necessary infrastructure to accomplish the objectives of the Project, and construct and equip the Facility.

"Commence Operations" or "Commencement of Operations" means the first date that both (a) the Facility has been issued a certificate of occupancy following application therefor by the Developer and/or the Tenant from the appropriate governmental authority, and (b) the Facility is open for business to the public.

"Commitments" shall have the meaning set forth in Section 3(b) hereof.

"County" shall have the meaning set forth in the Preamble hereof.

"County Cash Incentive" shall have the meaning set forth in Section 5(a) hereof.

"Developer" shall have the meaning set forth in the Preamble hereof.

"Effective Date" shall have the meaning set forth in the Preamble hereof.

"Employment Level" shall mean the Yearly Average of Project Employees.

"Facility" shall have the meaning set forth in the Recitals hereof.

"Guaranteed Obligations" shall have the meaning set forth in Section 3(g) hereof.

"Guarantor" shall have the meaning set forth in the Preamble hereof.

"Incentives" shall mean, collectively, the County Cash Incentive and the City Cash Incentive.

"Indemnified Parties" shall have the meaning set forth in Section 18 hereof.

"Jobs Maintenance Period" shall have the meaning set forth in Section 6 hereof.

"Jobs Target" shall have the meaning set forth in Section 2(c) hereof.

"Jobs Target Date" shall have the meaning set forth in Section 2(c) hereof.

"Per-Job City Cash Incentive Amount" shall have the meaning set forth in Section 7(d).

"Per-Job City Cash Incentive Amount" shall have the meaning set forth in Section 7(c).

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Employee" shall mean a person that is being paid directly by the Tenant for not less than fifteen (15) hours per week, is employed at the Facility, and who the Tenant identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to IRS Form 941. Notwithstanding the above, the term "Project Employee" will not include an employee of a temporary personnel agency or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

"Prorated City Cash Incentive Amount" shall have the meaning set forth in Section 7(d).

"Prorated County Cash Incentive Amount" shall have the meaning set forth in Section 7(c).

"Tenant" shall have the meaning set forth in the Preamble hereof.

"Yearly Average" shall mean an average number calculated on an annual basis for each applicable year. The Yearly Average shall be calculated by adding the total number of Project Employees employed on the 15th day of each month in the applicable year and dividing that sum by twelve (12).

"Yearly Average Target" means eighty-percent (80%) of the Jobs Target for Project Employees, as set forth in Section 2(c).

18. Indemnification. The Developer shall release, save, hold harmless, and indemnify the County and City, their elected officials, officers, employees, and agents (collectively, the "Indemnified Parties") from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Developer or the Tenant or any of the Developer's or Tenant's agents, contractors or employees in connection with the Project, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Developer, upon notice from the County or City, shall defend the same at the Developer's expense by counsel reasonably

satisfactory to the Developer, as well as, the County and/or City as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement for twelve (12) months following such expiration or termination.

19. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

20. Press Releases. To the extent permitted by applicable law, the County and City each agrees to cooperate fully to coordinate with the Tenant in connection with all press releases and publications concerning the Project.

21. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Developer and the Guarantor herein are binding upon and shall inure to the benefit of the Developer and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County and the City herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County and the City, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County or the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any Incentives provided hereunder, the County and the City shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Developer either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

[Remainder of page intentionally left blank]

Signature Page for Project Agreement
by and among AL Mobile Satchel, LLC, RealtyLink, LLC, Mobile County, and the City of Mobile

DEVELOPER:
AL Mobile Satchel, LLC

By: _____

Name: _____

Title: _____

Date: _____

GUARANTOR:
RealtyLink, LLC

By: _____

Name: _____

Title: _____

Date: _____

Signature Page for Project Agreement
by and among RealtyLink, LLC, AL Mobile Satchel, LLC, Mobile County, and the City of Mobile

ATTEST:

_____
Glenn L. Hodge
County Administrator

MOBILE COUNTY COMMISSION

_____
Connie Hudson, President

Signature Page for Project Agreement
by and among RealtyLink, LLC, AL Mobile Satchel, LLC, Mobile County, and the City of Mobile

ATTEST:

_____
Lisa C. Lambert
City Clerk

CITY OF MOBILE, ALABAMA

_____
William S. Stimpson, Mayor

EXHIBIT A

CERTIFICATE OF COMPLIANCE

DATE: _____

TO: _____
_____
_____

FROM: AL MOBILE SATCHEL, LLC

RE: PROJECT BIRDIE

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: $_____

Pursuant to the Project Agreement for this Project, AL Mobile Satchel, LLC (the "Developer") hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Tenant or an affiliate thereof. Submitted with this request for payment are invoices or other evidence of documentation of these costs and the payment thereof.

AL MOBILE SATCHEL, LLC

By: _____
Title: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Agreement - Topgolf

CAPITAL PROJECT # C0007 **DATE OF RECEIPT** 08-18-2022

DEPT. PROJECT # 2500

PROJECT DESCRIPTION Economic Development

CONTRACT AMOUNT $ 1,250,000.00

VENDOR NAME AL Mobile Satchel, LLC and Realtylink, LLC

VENDOR NUMBER

DEPT # **DEPT NAME**

CONTRACT ADMINISTRATOR Robert Holt

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: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Agreement - Topgolf

CAPITAL PROJECT # C0007 **DATE OF RECEIPT** 08-18-2022

DEPT. PROJECT # 2500

PROJECT DESCRIPTION Economic Development

CONTRACT AMOUNT $ 1,250,000.00

VENDOR NAME AL Mobile Satchel, LLC and Realtylink, LLC

VENDOR NUMBER

DEPT # **DEPT NAME**

CONTRACT ADMINISTRATOR Robert Holt

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: Becky Barfield **Date** 8-18-22

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item-based bid award to Gulf City Cleaners Inc for decontamination and cleaning of MFRD Bunker Gear.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20220818 Bunker Decon Agenda Package Bids	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/18/2022 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendor for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5715	MFRD Bunker Gear Decon Cleaning	4	Various, see bid tab	One-year, renewable for two additional one-year periods.	(77005) Gulf City Cleaners Inc

Adopted:

_____

City Clerk

Bid Tab 5715
Bunker Gear Decontamination Cleaning

	Gulf City Cleaner	Servpro of Mobile
Bunder Coat	$ 14.30	$ 38.16
Bunker Pants	$ 11.15	$ 38.16
Hood	$ 4.10	$ 8.50
Gloves	$ 5.00	$ 5.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: en Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/02/2022	5715	Fire	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Tuesday, August 16, 2022

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	FIRE DEPARTMENT **BUNKER GEAR DECONTAMINATION AND CLEANING** Fire Department Bunker Gear, Coats Bunker Pants, Gloves, and Hoods Decontaminated and/or Cleaned as per National Fire Protection Association 1851-2014 Edition Standards and the attached for a one (1) year period. City estimates that approximately 500 sets of Bunker Gear (Each Set consists of 1 coat and 1 pair of pants) will be cleaned each year. Depending on operational conditions, the numbers will change; some sets may receive more than 1 cleaning per year. Vendor's place of business shall be within 10 road miles of the City of Mobile Police Jurisdiction. City of Mobile will deliver the gear to be cleaned to the Vendor and pick up the same gear cleaned 24 hours later (next day). Vendor shall clean and decontaminate (if needed) and dry the gear for pick up 24 hours after drop off as per the requirements of NFPA 1851-2014 Edition. Vendor shall have at least 2 years' experience providing this service with NFPA 1851 requirements.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

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

A copy of NFPA 1851 may be viewed by scheduling through the Purchasing Department, 205 Government Street. The City is not allowed to provide or issue copies of the Standard.

You can purchase a copy by going to: www.nfpa.org

The City reserves the right to inspect your plant and process prior to award.

Low bidder must to attend a class on Advanced Cleaning and Advanced Inspection Class given by the current manufacturer of the Bunker Gear currently in use by the City of Mobile. Prior to the final award of this bid, the class must be scheduled within 30 days of the determination of potential award of the bid.

After the above class provided by the City of Mobile, the City will inspect the bidders' facilities and processing of cleaning the Bunker Gear for compliance with NFPA #1851-2014 Edition Standard and Manufacturer's recommendations.

If the City changes manufacturer of Bunker Gear during the contract award period, the City will arrange for the new manufacturer to provide a class to the vendor providing the Bunker Gear cleaning service.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

Vendors 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.

Pricing:

Bunker Coat	$_____ / Each
Bunker Pants	$_____ / Each
Hood	$_____ / Each
Gloves	$_____ / Pair

Pricing to be firm for one (1) year from date of 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 one (1) year 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.

BUNKER GEAR CLEANING SPECS

Cleaning of Bunker Coats, Pants, Hoods and Gloves

Advanced Cleaning: 500+ coats and pants are to be done according to the NFPA 1851-2014 edition every twelve months – to be spread out over 12 months.
Coats consist of: shell, liner and DRD (drag device)
Pants consist of: shell, liner and suspenders.

Water temp must be no more than 105 degrees Fahrenheit	
Detergent must be odorless and have a ph factor between 6.0 and 10.5	
Machine must be adjusted so the g-force does not exceed 100 g's (90 g's is best)	
Machine should not be overloaded	
Pre-treat heavily soiled or spotted areas	
Separate outer shells from liner and wash independently	
Remove DRD from coats and wash separately	
All closers shall be fastened	
Hoods and gloves to be washed separate from pants and coats	
Inspect after cleaning and where necessary rewash item	

Elements shall be dried in accordance with the NFPA 1851-2014 EDITION STANDARD:

Air Dry:

Air dry in a dark area with good ventilation	
Gear is **NOT** to be dried in direct sunlight	

Machine Dry:

Not to overload the machine	
Fasten all closures	
To use "no heat" or "air only" option	
If heat must be used, basket temperature is not to exceed 105 degrees Fahrenheit	

After it is dry

Add Cleaning Data to PPE Globe Tracker (we will furnish web site)	
Re-assemble gear, fold and shrinkwrap	
Put in dark plastic bag	
Label bag with item (i.e. pants,coat)	
Label bag with Garment Serial number	
Label bag with Garment Size	

Decontamination Process:
For body fluids or blood a use of Hydrogen peroxide in a 3%- 6oz gallon or 6% - 3oz gallon solution or Lysol Disinfect Unscented only

Wear protective gloves and eye/splash protection	
Take garment apart	
Water temp must be no more than 105 degrees Fahrenheit	
Pre-treat heavily soiled or spotted areas area for a minimum of 15 minutes	
Gently scrub with soft bristle brush	
Thoroughly rinse	
Inspect after cleaning and were necessary rewash	
Then do an **Advanced Cleaning** as per the above	

CLEANING AND DRYING: (Advanced and Decontamination) shall be done with-in a 24 hr turn around period.

DEPARTMENT HAS THE AUTHORITY TO SPOT CHECK CLEANING FOR COMPLIANCE TO NFPA 1851-2014 EDITION STANDARDS.

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:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cintas Corporation for uniforms for traffic engineering and electrical.

General fund.

Amount of Contract:

$16,445.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220818 Cintas Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/18/2022 - 2:42 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
13741	2022	(2060) TRAFFIC ENGINEERING	UNIFORMS FOR TRAFFIC ENGINEERING AND ELECTRICAL DEPTS (OMNIA/US COMMUNITIES CCOOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$16,445.00	(033070) CINTAS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	MASTER AGREEMENT (CONTRACT #R-BB-19002 CONTRACT) U.S. COMMUNITIES/OMNIA GOVERNMENT PURCHASING ALLIANCE DECEMBER 13, 2018 - OCTOBER 20, 2023. LEAD AGENCY: PRINCE WILLIAM COUNTY SCHOOL BOARD (PWCS) MANASSES, VA.			
001	S658, PORT AUTHORITY, SUPERPRO OXFORD SHIRT,LONG SLEEVE, COLOR LIGHT BLUE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	14.00 EACH	35.00000	490.00
	Additional Description Notes			
	SIZE:XXL, QUANTITY: 2 SIZE:X-LARGE, QUANTITY: 4 SIZE:LARGE, QUANTITY: 4 SIZE:MEDIUM, QUANTITY: 4			
	SEE ATTACHMENT #1 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			490.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	S658, PORT AUTHORITY, SUPERPRO OXFORD SHIRT,LONG SLEEVE, COLOR NAVY, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes --- SIZE:3XL, QUANTITY: 1 SIZE:XXL, QUANTITY: 4 SIZE:X-LARGE, QUANTITY: 3 SIZE:LARGE, QUANTITY: 3 SIZE:MEDIUM, QUANTITY: 3 SEE ATTACHMENT #1 FOR REFERENCE	14.00 EACH	35.00000	490.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			490.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To			

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	S658, PORT AUTHORITY, SUPERPRO OXFORD SHIRT,LONG SLEEVE, COLOR WHITE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes --- SIZE:XXL, QUANTITY: 4 SEE ATTACHMENT #1 FOR REFERENCE	4.00 EACH	35.00000	140.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			140.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
004	S659, PORT AUTHORITY, SHORT SLEEVE SUPERPRO OXFORD SHIRT, COLOR OXFORD BLUE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	1.00 EACH	33.00000	33.00
	Additional Description Notes			

	SIZE:LARGE, QUANTITY: 1			
	SEE ATTACHMENT #2 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			33.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005	ST655, SPORT-TEK, SIDE BLOCKED MICROPIQUE SPORT-WICK POLO, COLOR TRUE NAVY/WHITE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	6.00 EACH	30.00000	180.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			
	SIZE:3XL, QUANTITY: 1 SIZE:2XL, QUANTITY: 3 SIZE:X-LARGE, QUANTITY: 1 SIZE:MEDIUM, QUANTITY: 1			
	SEE ATTACHMENT #3 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			180.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	K420P, PORT AUTHORITY, HEAVY WEIGHT COTTON PIQUE POLO WITH POCKET COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	43.00 EACH	33.00000	1419.00
	Additional Description Notes			

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:3XL, QUANTITY: 5 SIZE:2XL, QUANTITY: 4 SIZE:X-LARGE, QUANTITY: 13 SIZE:LARGE, QUANTITY: 16 SIZE:MEDIUM, QUANTITY: 5 SEE ATTACHMENT #4 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			1419.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	K420P, PORT AUTHORITY, HEAVY WEIGHT COTTON PIQUE POLO WITH POCKET, COLOR STEEL GREY, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes	8.00 EACH	33.00000	264.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:X-LARGE, QUANTITY: 8			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			264.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
008	K8000LS, PORT AUTHORITY EZCOTTON, LONG SLEEVE POLO, COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes --- SIZE:3XL, QUANTITY: 5 SIZE:2XL, QUANTITY: 3 SIZE:LARGE, QUANTITY: 9 SIZE:MEDIUM, QUANTITY: 3 SEE ATTACHMENT #5 FOR REFERENCE	20.00 EACH	35.00000	700.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2062.3005.0000.0000.44020.			700.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

009	SLDTLB, BULWARK BUTTON FRONT WORK SHIRT WITH REFLECTIVE STRIPING , WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	17.00 EACH	90.00000	1530.00

Additional Description Notes

SIZE:3XL, QUANTITY: 3
SIZE:2XL, QUANTITY: 2
SIZE:X-LARGE, QUANTITY: 5
SIZE:LARGE, QUANTITY: 5
SIZE:MEDIUM, QUANTITY: 2

SEE ATTACHMENT #6 FOR REFERENCE

1	1000.40.20.3005.2062.3005.0000.0000.44020.		1530.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	313-1300-LY, ANSI TYPE R, CLASS 3, LONG SLEEVE T-SHIRT, WITH BLACK COLOR CITY OF MOBILE SCREEN PRINTED EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes --- SIZE:3-XL, QUANTITY:12 SIZE:2-XL, QUANTITY: 7 SIZE:X-LARGE, QUANTITY: 5 SIZE:MEDIUM, QUANTITY: 2 SIZE:SMALL, QUANTITY: 4 SEE ATTACHMENT #7 FOR REFERENCE	30.00 EACH	17.00000	510.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			510.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011	313-CNTSELY, ANSI TYPE R, CLASS 3, SHORT SLEEVE T-SHIRT, WITH BLACK COLOR CITY OF MOBILE SCREEN PRINTED EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes --- SIZE:3XL, QUANTITY: 12 SIZE:2XL, QUANTITY: 6 SIZE:X-LARGE, QUANTITY: 12 SIZE: LARGE, QUANTITY: 10 SIZE:MEDIUM, QUANTITY: 5 SIZE:SMALL, QUANTITY: 3 SEE ATTACHMENT #8 FOR REFERENCE	48.00 EACH	15.00000	720.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			720.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	CARGO POCKET WORK PANT, CAT-2-PLC 2, FABRIC:EXCEL FR COMFORTOUCH, BLEND:WESTEX ULTRASOFT 9 OZ. 88% COTTON/ 12% NYLON, CARE:HOME AND INDUSTRIAL WASH, PROTECTION: ATPV 12.2 CALORIES/ CM2 (CAT 2), FEATURES:INNER-LINED WAISTBAND WITH HOOK AND BAR CLOSURE, TWO SLACK-STYLE FRONT POCKETS, TWO SET-IN HIP POCKETS, LEFT HIP WITH BUTTON CLOSURE; TWO CARGO POCKETS WITH SNAP CLOSURES, COLOR: NAVY (NV) Additional Description Notes --- SIZE:48/30, QUANTITY: 7 SIZE:44/32, QUANTITY: 14	112.00 EACH	67.00000	7504.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:40/34, QUANTITY: 7 SIZE:40/32, QUANTITY: 14 SIZE:38/32, QUANTITY: 14 SIZE:36/32, QUANTITY: 7 SIZE:34/32, QUANTITY: 21 SIZE:33/34, QUANTITY: 14 SIZE:32/34, QUANTITY: 7 SIZE:30/32, QUANTITY:7 SEE ATTACHMENT #9 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			7504.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
013	ST655, SPORT-TEK, SIDE BLOCKED MICROPIQUE SPORT-WICK POLO, COLOR TRUE ROYAL/WHITE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	2.00 EACH	30.00000	60.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			
	SIZE:3XL, QUANTITY: 2			
	SEE ATTACHMENT #3 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			60.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
014	K110LS, PORT AUTHORITY, DRY ZONE, UV MICRO-MESH, LONG SLEEVE POLO, COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	17.00 EACH	28.00000	476.00
	Additional Description Notes			
	SIZE:4XL, QUANTITY: 5 SIZE:3XL, QUANTITY: 2 SIZE:2XL, QUANTITY: 4			

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 14

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:MEDIUM, QUANTITY: 2 SIZE:SMALL, QUANTITY: 4 SEE ATTACHMENT #11 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			476.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	K110, PORT AUTHORITY, DRY ZONE, UV MICRO-MESH POLO, COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes --- SIZE:3XL, QUANTITY: 4 SIZE:2XL, QUANTITY: 11 SIZE:X-LARGE, QUANTITY: 3 SIZE:MEDIUM, QUANTITY: 5	27.00 EACH	27.00000	729.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:SMALL, QUANTITY: 4 SEE ATTACHMENT #10 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			729.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	CINTAS 270 CARGO PANT (MEN'S), COLOR NAVY, Additional Description Notes --- SIZE:44/32, QUANTITY: 3 SIZE:42/32, QUANTITY: 3 SIZE:40/36, QUANTITY: 3 SIZE:40/32, QUANTITY: 6 SIZE:38/36, QUANTITY: 3 SIZE:38/32, QUANTITY: 3 SIZE:38/30, QUANTITY: 6 SIZE:36/34, QUANTITY: 3	45.00 EACH	25.00000	1125.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:36/32, QUANTITY: 3 SIZE:34/32, QUANTITY: 3 SIZE:34/30, QUANTITY: 3 SIZE:32/30, QUANTITY: 6 SEE ATTACHMENT #12 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			1125.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
017	CINTAS 388 CARGO PANT SUSAN FIT (LADIES), COLOR NAVY Additional Description Notes --- SIZE:32/30, QUANTITY: 3 SEE ATTACHMENT #12 FOR REFERENCE	3.00 EACH	25.00000	75.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			75.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
Requisition Link				
	Requisition Total			16445.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2062.3005.0000.0000.44020.		
	16445.00	66780.80
ELECTRICAL EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	08/16/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/16/22	DONALD ROSE	Approved by: 9105fola
Approved	08/16/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/16/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/16/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Cintas Corporation

America's Leader in the Service Industry

Overview

Contract Documentation

Total Clean Program

COVID-19 Resources

Uniform Rental

Uniform Purchase

Facility Services

First Aid and Safety

Fire Protection

Resources

Facilities Management Products and Solutions

Prince William County Public Schools, VA

Contract Number: R-BB-19002

December 13, 2018 through October 31, 2023
Option to renew for (2) additional two-year periods through October 31, 2027
RENEWED THROUGH October 31, 2025

Executive Summary

- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Renewal 1

Response Evaluation

- Response Evaluation and Notice of Award

Solicitation Process

REQUEST CONTRACT INFORMATION





Lab Coat Dispensing Program





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Accept Decline



Click for more details

Contact Information

Email: omniapartners@cintas.com
Phone: 800-795-7368

SUPPLIER WEBSITE

OMNIA PARTNERS

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name** | Last name**

Company name** | Agency Type **

Email**

By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ I agree*

SIGN UP FOR EMAIL UPDATES

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

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

Rachel Laurie Riddle
Chief Examiner

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

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. 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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not 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 vendor exist. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of PO to Technical and Scientific Application Inc for 12 HP z2 G9 SFF workstation desktop computers for MIT.

General fund.

Amount of Contract:

$16,800.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220818 TSA Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/18/2022 - 2:45 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
13907	2022	(5000) INFORMATION TECHNOLOGY	12 HP Z2 G9 SFF WORKSTATION DESKTOP COMPUTERS (AL STATE CONRACT)	$16,800.00	(279402) TECHNICAL AND SCIENTIFIC APPLICATION INC

Adopted:

_____
City Clerk

Bill To	Requisition 00013907-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TSA	MIT
C/O GE COMM DFC	651 CHURCH STREET
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36602
BIRMINGHAM, AL 35244	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#713-935-1518	Delivery Reference
	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	279402	08/11/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER STATE OF ALABAMA CONTRACT #MA 999 180000000177 AND YOUR QUOTE #081122.			
001	HP Z2 SFF Base Unit G9 450W RCTO 4Y0G1AV Windows 11 Pro 64 Downgrade Win 10 Pro 64 4Q3A1AV, Corporate-Ready Image 7BD14AV OS Localization 4YQ39AV#ABA Intel Core i7-12700 2.10G 25MB 12 cores 65W 4Q365AV 32GB (2x16GB) DDR5 4800 UDIMM NECC Memory 4Q3C0AV No Adapters Needed 289C9AV Operating System Load to M.2 4Q2K7AV HP 512GB PCIe-4x4 2280 Value M.2 Solid State Drive 4Q2M1AV HP USB 320K Keyboard 4Q2P5AV#ABA HP Wired 320M Mouse 4Q384AV 9.5mm DVD-Writer 1st ODD 4Q395AV C13 1. 83m Sticker Conventional Desktop Power Cord 4Q3D5AV#ABA HP Z2 G9 SFF Country Kit 4Q2P7AV#ABA 3/3/3 (material/labor/onsite) Warranty 4Q3D2AV#ABA Single Unit (Small Form Factor) HP WKS Packaging 4Q383AV HDMI Port v2 4Q2J8AV HP 3 years NBD onsite Hardware Support w/DMR Workstations U1G55E	12.00 EACH	1400.00000	16800.00
1	1000.10.23.5000.5000.5000.0000.0000.44020.			16800.00

Bill To	Requisition 00013907-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
TSA	MIT
C/O GE COMM DFC	651 CHURCH STREET
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36602
BIRMINGHAM, AL 35244	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#713-935-1518	Delivery Reference
	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	279402	08/11/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 16800.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.44020.		
INFORMATION TECHNOLOGY EXP OPERATING SUPPLIES	16800.00	163236.91

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

Activity	Date	Clerk	Comment
Approved	08/12/22	MARK PEARSON	Auto approved by: 91057606
Approved	08/12/22	SCOTT KEARNEY	
Approved	08/17/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/17/22	DONALD ROSE	Approved by: 9105fola
Approved	08/17/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/17/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/17/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To	Requisition 00013907-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
TSA	MIT
C/O GE COMM DFC	651 CHURCH STREET
3821 LORNA RD STE 100	
STATE VENDOR ID 412032721-01	MOBILE, AL 36602
BIRMINGHAM, AL 35244	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#713-935-1518	Delivery Reference
	DEEDEE STATES
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	279402	08/11/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000177**

NOT TO EXCEED AMOUNT:

Begin Date: 03/29/2018
Expiration Date: 03/28/2023
Solicitation Number:
Award Date:
Modification Date: 01/19/22

Procurement Folder: 527009
Procurement Type: Master Agreement
Replaces Award Document:
Replaced by Award Document:
Version Number: 5

CONTACT INFORMATION

REQUESTOR:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

ISSUER:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

BUYER:
Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

HP Inc. Products & Services
Award Reference: RFB 382 18000000753 terms and conditions are hereby incorporated into and become part of this Master Agreement.

Ship To:

Bill To:

Final

REASON FOR MODIFICATION

5th and final renewal year

VENDOR INFORMATION

Name /Address:

VC000004985: TSA, INC.

1855 Data Drive, Suite 100

Hoover AL 35244

Contact:

Shannon Vinzant
205-421-4934
shannon.vinzant@tsa.com

COMMODITY / SERVICE INFORMATION								
Line	**Quantity**	**UOM**	**Unit Price**	**Service Amount**	**Service From**	**Service To**	**Line Sub Total**	**Line Total**
1	0	EA	$0.000000	$0.00			$0.00	$0.00

20400 - COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS
HP Inc. - PCs
HP Inc. Business-Class Computer Manufacturer's Catalog:

Personal Computer (i.e. desktop, workstation, laptop, tablets)
a. (e.g., EliteDesk, Elitebook, ProDesk, ProBook, & ZBook)

21% Discount

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$0.000000	$0.00			$0.00	$0.00

2046035 - MONITORS, LED
HP Inc. - Monitors
HP Inc. Business-Class Displays, Monitors, & Projectors Manufacturer's Catalog:

HP Inc. Displays, Monitors, & Projectors
a. (e.g., EliteDisplay, Elitebook, ProDisplay, & Z Display Products)

24% Discount

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	$0.000000	$0.00			$0.00	$0.00

20300 - COMPUTER ACCESSORIES AND SUPPLIES, ENVIRONMENTALLY CERTIFIED
HP Inc. - Compatible Computer Accessories
HP Inc. Compatible Business-Class Computer Accessories Manufacturer's Catalog:

Computer Accessories - (e.g. mouse, keyboard, bags, cases, adapters)

16% Discount

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		$0.000000	$0.00			$0.00	$0.00

96258 - Professional Services (Not Otherwise Classified)
HP Inc. - Technical Services
Technical Services Manufacturer's Catalog:

Technical Services (e.g., installation, maintenance, consulting, training, staging, & deployment)

21% Discount

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS			
Date	**Status Before**	**Status After**	**Approver**

Purpose:
Establish a contract from the items listed for all state agencies. Contract prices are available to all local governmental agencies and schools.

Catalog items such as cloud-based products and services **ARE NOT** available from this contract.

Default:
When a vendor defaults on a contract/purchase order, the State can procure the goods or services from other sources and hold the vendor responsible for any excess in price/handling. The vendor may be barred from bidding for an indeterminate period per the Code of Administrative Procedure.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be One (1)% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Freight:
Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item.

If expedited shipping is requested, those charges may be passed on to the end user. Any expedited rate charges must be substantiated with written documentation from the courier or USPS.

Delivery:
Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Contract period:
Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Quantity:
The exact quantity of purchases for each item listed is not known. Any quantity shown reflects estimated usage only. The Division of Purchasing does not guarantee that the state will buy any amount. Orders will be placed by agencies as needed and will give complete shipping instructions.

Biddable Situation:
Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Director as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract. The State reserves the right to bid the financing of a project associated with a purchase made from this contract.

Quote Requirement:

All quotes to end users shall include the catalog price as well as the discounted price. An awarded vendor may offer volume discounts for large quantity purchases.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 16 Sonicwave wireless internet access points for MPD.

General fund.

Amount of Contract:

$24,992.32

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

ATTACHMENTS:

Description	Type	Upload Date
20220818 CDW Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/18/2022 - 2:42 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
13887	2022	(1530) POLICE ADMIN SERVICES	16 SONICWAVE 681 WIRELESS INTERNET ACCESS POINTS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$24,992.32	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00013887-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PRINCETTA CRAIG
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #081419-CDW Tech Catalog			
001	ITEM: SonicWall SonicWave 681 Wireless Access Point 3 Year 802 3Bt PoE Supplier Part No: 6981810 Manufacturer Part No: 03-SSC-0339 Manufacturer Name: Sonicwall Unadvertised Supplier Quote No: 1503:MWSD193 NIGP: UNSPSC: 43222640	16.00 EACH	1530.77000	24492.32
1	1000.30.15.1530.1530.1530.0000.0000.44020.			24492.32

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PRINCETTA CRAIG

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total 24492.32

Bill To	Requisition 00013887-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1530.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	POLICE HEADQUARTERS
230 N MILWAUKEE AVE	2460 GOVERNMENT STREET
	MOBILE, AL 36606
VERNON HILLS, IL 60061	
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	PRINCETTA CRAIG
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	272932				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.30.15.1530.1530.1530.0000.0000.44020.	24492.32	1048122.45
POLICE ADMIN SERVICES EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/11/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/11/22	DONALD ROSE	Approved by: 9105fola
Approved	08/11/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/11/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/11/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Sourcewell
Awarded Contract

CDW-G

Technology Catalog Solutions

#081419-CDW

Maturity Date: 10/30/2023

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Products & Services

Sourcewell contract 081419-CDW gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Professional services
- Cloud
- Technology solutions
- Technology accessories

Additional information can be found on the vendor-provided, nongovernment website at:

cdwg.com/sourcewell

Locate your local dealer or representative

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

General Contracts

ezIQC Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.

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

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

Rachel Laurie Riddle
Chief Examiner

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

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. 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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not 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 vendor exist. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage cart lids, hinges, and screws.
General fund.

Amount of Contract:

$79,155.26

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220818 toter Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/18/2022 - 2:44 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
13956	2022	(2090B) GARBAGE COLLECTION	TOTER 96GAL GARBAGE CART LIDS, HINGES, AND SCREWS (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$79,155.26	(205975) TOTER LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00013956-00 FY 2022
ACCOUNTS PAYABLE	PO 22013066
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	
Tel#704-872-8171	
Fax 704-878-0734	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes TOTER QUOTE # WQ-10243563 PRICING AND PRODUCT OFFERINGS IS BASED ON THE OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) AGREEMENT THROUGH TOTER'S CONTRACT NO. 171717 AS AWARDED BY THE CITY OF TUCSON ON 02-01-2018. PER THE TERMS OF THIS CONTRACT, PRICING AND PRODUCTS ARE EVALUATED EVERY THREE (3) MONTHS FOR PRICE ADJUSTMENTS BASED ON CURRENT MARKET CONDITIONS, AT ANY TIME WITHOUT PRIOR NOTICE, AND AFTER CITY OF TUCSON APPROVAL. THE CURRENT PRICING IS EFFECTIVE 8-1-2022 THROUGH 10-31-2022. TOTER, LLC PRODUCT WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY AND REMEDIES, AND LIMITED WARRANTY PROVISIONS APPLY TO ALL PURCHASES THEREUNDER.			
001	MODEL B99796 - TOTER 96 GALLON GEN II LID - OMNIA (2 LID STAMPS) LID COLOR - (200) BLACK AS PER OMINA TOTER CONTRACT 171717	3780.00 EACH	19.44000	73483.20
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			73483.20
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM			

Bill To	Requisition 00013956-00 FY 2022
ACCOUNTS PAYABLE	PO 22013066
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
TOTER LLC
P O BOX 5338

STATESVILLE, NC 28687

Tel#704-872-8171
Fax 704-878-0734

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	MODEL 5197-00-0000 - STRAP CLAW	7560.00	0.23000	1738.80
	HINGE FOR LID	EACH		
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1738.80
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	5X22 TORX WASHER HEAD PT SCREW,	15120.00	0.04000	604.80
	BLACK ZINC	EACH		
1	1000.40.20.2070.2090.2070.0000.0000.44020.			604.80

Bill To	Requisition 00013956-00 FY 2022
ACCOUNTS PAYABLE	PO 22013066
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 3

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	
Tel#704-872-8171	
Fax 704-878-0734	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	FREIGHT	1.00 EACH	3328.46000	3328.46
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			3328.46
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM			

Bill To	Requisition 00013956-00 FY 2022
ACCOUNTS PAYABLE	PO 22013066
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Converted Page 4

Vendor	Ship To
TOTER LLC	PUB WORKS - TRASH
P O BOX 5338	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
STATESVILLE, NC 28687	
Tel#704-872-8171	
Fax 704-878-0734	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 79155.26

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	79155.26	399156.53
SANITATION EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/12/22	KINA ANDREWS	Auto approved by: 910520042
Approved	08/12/22	JAMES DELAPP	Auto approved by: 910520042
Approved	08/12/22	MARC VASSALLO	
Approved	08/17/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/17/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/17/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/17/22	JOHN PAINE	
Approved	08/17/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: #171717

RFP Issued: June 23, 2017

Pre-Proposal Date: July 6, 2017

Response Due Date: July 24, 2017

Proposals Received: 2

Awarded to: Toter, LLC

The City of Tucson, AZ Department of Procurement issued RFP #171717 on June 23, 2017, to establish a national cooperative contract for Refuse and Recycling Container Solutions and Related Products, Equipment and Services.

The solicitation included cooperative purchasing language in the Introduction and Special Terms and Conditions sections of the RFP.

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

- City of Tucson, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald News, IL
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2017 proposals were received from the following offerors:

- Toter, LLC
- IPL Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Toter, LLC and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, AZ, National IPA and Toter, LLC successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of October 31, 2017.

Contract includes:

Term:

Initial one year agreement from February 1, 2018 through January 31, 2019 with the option to renew for four (4) additional one-year periods through January 31, 2023.

Pricing/Discount:

- The City of Tucson, AZ award includes a broad menu of options so that each participating agency may customize their carts for the particular needs of their community. Therefore, each project MUST be priced individually. A Toter representative will work with each individual agency to identify the requirements and review the options available to meet those requirements.
- For additional information, please contact your local Toter representative or contact Toter Municipal Sales Division Customer Service at 800-424-0422.

National IPA Web Landing Pages:

http://www.nationalipa.org/Pages/Contracts-search.aspx?k=toter

Toter
Built for Extremes

Toter

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

Click to expand menu ▾

- Overview
- **Contract Documentation**
- Contact
- Bear-Tough Carts
- Toter Organics
- Sustainability
- Front End Load Containers (FELs)

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered

with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

City of Tucson, AZ

Contract Number: 171717

February 1, 2018 through January 31, 2019
Option to renew for four (4) additional one-year periods through January 31, 2023
RENEWED THROUGH January 31, 2023

Executive Summary

- National IPA Executive Summary
- Tucson Executive Summary
- Pricing Overview
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Sales Contact Information
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Amendment 7
- Contract Amendment 8
- Contract Amendment 9
- Contract Amendment 10

- Contract Amendment 11
- Contract Amendment 12
- Contract Amendment 13
- Contract Amendment 14
- Contract Amendment 15
- Contract Amendment 16
- Contract Amendment 17
- Contract Amendment 18
- Contract Amendment 19

Response Evaluation

- Supplier Response to RFP

Solicitation Process

- Original RFP Document
- RFP Amendment 1
- Proof of Publication

Contact Information

Toter, LLC. Customer Satisfaction Department
Email: wqinfo@wastequip.com
Phone: 1-800-424-0422

Toter Inc. Customer Service Dept
PO Box 5338
Statesville, NC 28687-5338

SUPPLIER WEBSITE

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

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

Rachel Laurie Riddle
Chief Examiner

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

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. 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. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not 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 vendor exist. *Id.*

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Allift Equipment for Genie Z-62/40 articulating boom lift for facility maintenance dept.

General fund.

Amount of Contract:

$129,900.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220818 Allift Agenda Package POIs	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/18/2022 - 2:41 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
7810	2022	(F7000) MOTOR POOL	GENIE Z-62/40 SELF PROPELLED ARTICULATING BOOM TRUCK FOR FACILITY MAINTENANCE (SEALED BID 5692)	$129,900.00	(281858) ALLIFT EQUIPMENT

Adopted:

_____

City Clerk

Bill To	Requisition 00007810-00 FY 2022
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 1

Vendor	Ship To
ALLIFT EQUIPMENT 1111 WEST I-65 SERVICE RD N MOBILE, AL 36618 Tel#251-479-2909 Fax 251-479-3372	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/22	281858	03/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	PLATFORM LIFT AS SPECIFIED: GENIE Z-62/40, ANSI/CSA, 49 HP, DEUTZ 029L DIESEL T4F ENGINE, 8 FT PLATFORM, 4 WHEEL DRIVE SELF PROPELLED ARTICULATING BOOM VENDOR TO PROVIDE GENIE LIFT MODEL Z-62/40 AS PER MY BID #5692 AND YOUR QUOTE Additional Description Notes --- GENIE Z-62/40, ANSI/CSA, 49 HP, DEUTZ 029L DIESEL T4F ENGINE, 8 FT PLATFORM, 4 WHEEL DRIVE SELF PROPELLED ARTICULATING BOOM. REQUESTED BY FACILITY MAINTENANCE C. THOMAS.	1.00 EACH	129900.00000	129900.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			129900.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Bill To	Requisition 00007810-00 FY 2022
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 2

Vendor	Ship To
ALLIFT EQUIPMENT	MOTOR POOL
1111 WEST I-65 SERVICE RD N	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#251-479-2909	Delivery Reference
Fax 251-479-3372	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/22	281858	03/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			129900.00

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	129900.00	228767.72

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	129900.00	66780.80
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	03/28/22	DIANE MCCARTY	
Approved	03/28/22	CHARLES SUMRALL	Auto approved by: 910513661
Forward	03/28/22	JOHN PEAVY	Automatic Forward to 910515803
Approved	03/31/22	KINA ANDREWS	Auto approved by: 910518527
Approved	03/31/22	JAMES DELAPP	
Unknown	08/18/22	JOHN PAINE	
Approved	08/18/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/18/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/18/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/18/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5692
SELF-PROPELLED ARTICULATING MANLIFT

	ALL-LIFT	ALL AROUND ACCESS
LIFT	$129,900.00	$149,905.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
06/03/2022	5692	MECHANICAL	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, June 24, 2022

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

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	SELF-PROPELLED ARTICULATING MANLIFT					
Appx 1-3	Self-Propelled Articulating Manlift, Diesel Powered four (4) wheeled drive, Genie Z-62/40 or Equal. Minimum specifications: Working Height 67 ft, 11 inches Max Horizontal Reach 40 ft Platform 3 ft x 8 ft Wheeled Lift capacity 500 lbs Platform rotation 180 degrees Engine Diesel 49 horsepower Four (4) Wheel Drive – All Wheels Powered To have Jib Boom Vendor to provide Make_____ Model _____ Upon award the City of Mobile will purchase one (1) Manlift. Vendor to deliver unit ready to use. Vendor will provide class of not less than two (2) hours in the care and operation of the lift.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

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 2 of 2 City of Mobile business license required. (See Item 14 on reverse.) 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. **For additional information, contact:** **City of Mobile Purchasing Department** purchasing@cityofmobile.org . **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 completed 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:8/30/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn and Mayor William Stimpson

Purpose and Scope of Project:

To approve Change Order for additional $10,493.00 to Lon Lindquist dba LTS Development Group for Underground Tanks and Piping.

Amount of Contract:

$10,493.00

Effective Date of Contract:

8/23/2022

Funding Source

Project # Nuisance Abatement - Demolition of Structure 2775 Springhill Avenue - ME-056-21

Discretionary Funds N/A

Project String N/A

Contract Number:3880

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Change Order Request For Nuisance Abatement - Demolition of Structure 2775 Springhill Avenue	Backup Material	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/18/2022 - 11:31 AM

Capital	Rhodes, Brenda	Approved	8/18/2022 - 12:33 PM
Legal	Gibson, Grant	Approved	8/18/2022 - 12:10 PM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:50 PM
Legal	Gibson, Grant	Approved	8/18/2022 - 12:10 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Municipal Enforcement DEPT. 5510

DATE OF REQUEST: 8/17/2022

CHANGE ORDER: ■(when money is available in project's budget; from project to contract)

VENDOR NAME: Lon Lindquist dba LTS Development Group

DISTRICT#: 1

DEPT. PROJECT#: ME-056-21

REQUEST: Please add / subtract $ 10,493.00 from Capital Project#/Title:

CO111 / Demolition and Stabilization

to contract# 3880 .

Total amount of Change Order: $ 10,493.00

Current contract amount: $ 34,400.00

Revised contract amount: $ 44,893.00

Comments:

Employee signature

Approval signature

Created by B. Rhodes 3/15/2022

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE
PROJECT LOCATION: 2775 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607

PROJECT #: ME-056-21
BUDGET #: CO111
CONTRACT #: 3880
VENDOR #: 294231

The attached change order number one (1) to contract with **LON LINDQUIST dba LTS DEVELOPMENT GROUP** dated **August 17, 2022**, is required because of the following:

[X] 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.

[ ] 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.

[ ] 3. Emergencies arising during the course of the work.

[ ] 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.

[X] 5. See attached Memo.

[ ] 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Gary Jackson (Aug 17, 2022 11:54 CDT)

Program Coordinator
Municipal Enforcement Department

David Daughenbaugh (Aug 17, 2022 12:50 CDT)

Deputy Director
Municipal Enforcement Department

CITY OF MOBILE
MUNICIPAL ENFORCEMENT DEPARTMENT
P. O. Box 1827
Mobile, AL 36633-1827

PROJECT: **NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE**
ADDRESS: **2775 SPRINGHILL AVENUE MOBILE, ALABAMA 36607**

CHANGE ORDER NO.: **(1) One**

DATE: **August 17, 2022**

TO CONTRACTOR: **LON LINDQUIST dba LTS DEVELOPMENT GROUP**
ADDRESS: **13995 DAUPHIN ISLAND PKWY CODEN, AL 36523**

PROJECT NO.: **ME-056-21**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto:

THE CONTRACT IS CHANGED AS FOLLOWS: Undergroud Tanks and Piping.

Original Contract Sum was	$34,400.00
Net change by previously authorized Change Orders	$0.00
Contract Sum prior to this Change Order was	$34,400.00
Contract Sum will be **increased** by this change Order in the amount of	$10,493.00
New Contract Sum including this Change Order will be	**$44,893.00**

The Contract time will be Unchanged by zero (0) days.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Municipal Enforcement Department
CITY OF MOBILE
David Daughenbaugh (Aug 17, 2022 12:50 CDT)
APPROVED BY (Signature)

David Daughenbaugh, Deputy Director
(*Typed Name/Title*)

08/17/2022
DATE:

MAYOR (*Signature*) *Date*

ATTEST:

CITY CLERK

Lon Lindquist dba LTS Development Group
CONTRACTOR
Lon Lindquist (Aug 17, 2022 11:51 CDT)
Signature

Lon Lindquist / Owner
(*Typed Name/Title*)

08/17/2022
DATE

(*Corporate Seal if applicable*)

MOBILE
ALABAMA

MEMORANDUM

TO: **Christopher Kern, Assistant City Attorney**
Civil Division, City of Mobile Legal Department

FROM: **Gary Jackson, Program Coordinator**
Municipal Enforcement Department

DATE: **August 16, 2022**

SUBJECT: **Justification Letter – (Underground Tanks and Piping)**
Nuisance Abatement - Demolition of Structure
2775 Springhill Avenue, Mobile, Alabama 36607
Project No. ME-056-21

JUSTIFICATION FOR CHANGE ORDER: Number 1

The original Contract Sum for the subject project is $34,400.00, which did not include a contingency allowance. Per our site visit held on July 29, 2022, it was discovered the above referenced demolition structure had three (3) underground concrete holding/processing tanks located beneath the slab. These tanks were measured to be approximately (six feet wide by twelve feet long) 6'-0" x 12'-0" and estimated depth at five (5) feet. The concrete wall tanks were full of non-hazardous fluids, and the scope of work will be properly drained and the voided areas will be backfilled as per the specification requirements and leveled with the existing site. Additional loads of base and fill will be required to build-up the site for proper drainage. The slabs tanks were hidden from this department as well as the Contractor when we conducted the initial site visit. The original scope of work required the contractor to remove all footing and slab, however it was impossible to determine the additional work until the demolition of the structure building had begun.

The attached **Change Order Number 1 (one)** will increase the Contract Sum by **$10,493.00**, for a total contract amount of **$44,893.00**. Change Order number (1) is for the drainage and removal of underground concrete tanks, piping, soils, adding additional soils as indicated, and backfilled the openings and leveling the site per specification, and the attached quote dated August 15, 2022. It is in the best interest of the City of Mobile to have this additional work done by change order because the Contractor is already mobilized and has provided a competitive price proposal for the additional work. This work would be performed within the original demolition scope of work included in the contract. It would also allow for the inclusion of all work to be under one warranty.

In closing, providing the additional work by Change Order will eliminate additional costs and delays associated with scheduling of more than one prime contractor performing the work in the same areas on the site. The prices have been evaluated and are considered fair and reasonable.

C: James Roberts, David Daughenbaugh, Felicia Glover, file

LTS DEVELOPMENT GROUP
LON LINDQUIST
251-379-5986
LONCOMPLETE@GMAIL.COM
13995 DAUPHIN ISLAND PARKWAY
CODEN AL 36523

August 15, 2022

2 PART CHANGE ORDER FOR 2775 SPRINGHILL AVE , FIRST PART REMOVE COOLING UNITS, PIPING, AND DISPOSE OF QUESTIONABLE DIRT SECOND PART BRING IN ADDITIONAL 10 LOADS, SPREAD AND RESEED

SCOPE OF WORK : PART #1

- DIG UP UNITS AND PIPING AND DISPOSE OF QUESTIONABLE DIRT AND BRING BACK SAME AMOUNT

PART #1 INVOICE $3,400.00

SCOPE OF WORK: PART #2

• 10 ADDITIONAL LOADS OF DIRT 7 BASE /3 TSOIL QUOTE FROM ESFELLAR	$4,618.00
• SILT FENCE REMOVED AND REPURCHASE AND INSTALL 75 FOOT	450.00
• DOZER TO SPREAD ADDITIONAL DIRT AND GRADE PROPERTY	$1,650.00
• RESEED PROPERTY AFTER DIRT IS SPREAD	$ 375.00

PART #2 INVOICE $7,093.00

TOTAL CHANGE ORDER $10,493.00

8-12-2022

21-599 **2022**

RESOLUTION

2022

Sponsored by: Mayor William S. Stimpson

Councilmember: Cory Penn

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: Lon Lindquist dba LTS Development Group

Project Name: Nuisance Abatement – Demolition of Structure
2775 Springhill Avenue

Project Number: ME-056-21

Amount: $34,400.00

Adopted: JUL 12 2022

City Clerk

CONTRACT #
3880

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Nuisance Abatement – Demolition of Structure
2775 F/K/A 2773 Springhill Avenue, Mobile, Alabama 36605
Project Number; ME-056-21;

PROJECT # C0111 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Nuisance Abatement - Demolition of Structure – 2775 F/K/A 2773 Springhill Avenue

CONTRACT AMOUNT $34,400.00

VENDOR NAME Lon Lindquist dba LTS Development Group

VENDOR NUMBER 294231

DEPT # 5510 **DEPT NAME** Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* **Construction**** Non Contractual Performance

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: _____ **Date** 6/30/16

Revised 2/25/2016 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Jennifer Greene, Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Agreement between the City of Mobile and Kimley-Horn and Associates, Inc., will provide engineering support related to grant proposal development. Scope of work includes assisting the City in identifying, researching, and pursuing grant opportunities, identifying project requirements, development of application materials, cost estimates, evaluation plans, preliminary designs, surveys and geotechnical studies, and participation in grant and project related activities. Agreement amount of $300,000.00 will be funded with Capital Improvements Fund (2000); Capital Project C0185 Architectural Engineering Projects to be used for Public Works projects.

The purpose of this agreement is to assist City staff in pursuing future grant opportunities, and providing necessary support that aligns with the City's strategic objectives.

Amount of Contract:

$300,000

Effective Date of Contract:

8/30/2022

Funding Source

Project # C0748 **Discretionary Funds** N/A

Project String N/A **Contract Number:**3965

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

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date

Cover Letter	Cover Memo	8/16/2022
Resolution	Resolution Letter	8/17/2022
Contract	Backup Material	8/16/2022
Capital Sheet	Backup Material	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	8/16/2022 - 6:22 PM
Capital	Rhodes, Brenda	Rejected	8/17/2022 - 8:20 AM
Public Works	Greene, Jennifer	Approved	8/17/2022 - 11:06 AM
Capital	Rhodes, Brenda	Approved	8/17/2022 - 12:33 PM
Legal	Kern, Chris	Approved	8/17/2022 - 12:37 PM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:51 PM

August 16, 2022

Dear Councilmembers:

The attached Agreement between the City of Mobile and Kimley-Horn and Associates, Inc., will provide engineering support related to grant proposal development. Scope of work includes assisting the City in identifying, researching, and pursuing grant opportunities, identifying project requirements, development of application materials, cost estimates, evaluation plans, preliminary designs, surveys and geotechnical studies, and participation in grant and project related activities. Agreement amount of $300,000.00 will be funded with Capital Improvements Fund (2000); Capital Project C0185 Architectural Engineering Projects to be used for Public Works projects.

The purpose of this agreement is to assist City staff in pursuing future grant opportunities, and providing necessary support that aligns with the City's strategic objectives.

We look forward to continued communication on these important projects. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifergreene@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

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, 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, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Kimley-Horn and Associates, Inc.

COM Project Name: Proposal Development and Support MSA

COM Project Number: 2022-2045-07/C0748

Contract Amount: $300,000.00

ADOPTED: _____

_____
City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and Kimley-Horn and Associates, Inc. ("Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement will focus on, but not be limited to, the following: (1) Conceptual drawings, renderings, graphics, and typical sections (2) Conceptual cost estimates and budget information for the proposed project activities (3) and Assistance with grant narrative and application.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Orders"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed $300,000.00 (Three Hundred Thousand Dollars). Services will be invoiced based on the hourly rates set forth in Attachment D (2022 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until - September 30, 2024_ unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.5 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably

adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

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.

12 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.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2rd Floor – South Tower, Mobile, Alabama 36604

Attn: Jennifer Greene

CONSULTANT
Kimley-Horn and Associates, Inc.

11 North Water Street, Suite 9290

Mobile, Alabama 36602

Attn: Brock Jones, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Nondiscrimination. 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."

17.10 Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law 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.

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. "

This Agreement entered into as of the day and year first written above.

City of Mobile:

Consultant:
Kimley-Horn and Associates, Inc.

By: Sarah L. Shearouse

William S. Stimpson
Mayor, City of Mobile

Title: Regional Contracts Lead

Attest:

City Clerk

STATE OF GEORGIA
COUNTY OF FULTON

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sarah L. Shearouse as Regional Contracts Lead of Kimley-Horn and Associates, Inc. and after being duly sworn, did depose and say that she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Regional Contracts Lead.
Sworn to and subscribed for me this 4th day of August, 2022.

Melody R. Wardle
NOTARY PUBLIC

My Commission Expires: 09/05/2023

MELODY R. WARDLE NOTARY PUBLIC MY COMMISSION EXPIRES SEPTEMBER 5, 2023 GWINNETT COUNTY, GEORGIA

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Attachment A

TASK ORDER___.

This Task Order is made this the___ day of _____, 20__, by and between The City of Mobile _____ ("City") and _____ ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

_____.

3. The Project Schedule is as follows:

_____.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

_____.

CITY	CONSULTANT
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment B

CHANGE ORDER___.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__ ("Agreement") between the City of Mobile ("City") and _____ ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY	**CONSULTANT**
_____	_____
Signature	Signature
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Allied World Assurance Company (U.S.)	19489
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	085202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Engineering Services; Brock Jones. The City of Mobile is named as an Additional Insured withrespects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile, AL 36604

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Kimley»Horn

ATTACHMENT D

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	*Rate*
Analyst I	$125 - $165
Analyst II	$165 - $210
Professional	$210 - $240
Senior Professional I	$250 - $310
Senior Professional II	$330 - $390
Senior Technical Support	$110 - $275
Technical Support	$100 - $160
Support Staff	$85 - $140

Effective through September 30, 2024

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

Company ID Number:21804 Client Company ID Number:412062

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Kimley-Horn and Associates, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
   A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
   B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web ServicesE-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will createE-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access toE-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

        Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
   A. Automated verification checks on alien employees by electronic means, and
   B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
    A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
    B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Kimley-Horn and Associates, Inc (Employer) hereby designates and appoints Parui Biswajit (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Sterling Infosystems	
Name (Please Type or Print) Parui Biswajit	Title
Signature Electronically Signed	Date November 15, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Kimley-Horn and Associates, Inc
Company Facility Address	421 Fayetteville St, Ste 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	Wake
Employer Identification Number	56-0885616
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	0

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:21804 Client Company ID Number:412062

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lori Hall
Phone Number	(000) 000-0000
Fax Number	
Email Address	lori.hall@kimley-horn.com

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Proposal Development and Support MSA

PROJECT # 2022-2045-07/C0748 **DATE OF RECEIPT** 8/11/2022

PROJECT DESCRIPTION Assist City staff with the development of grant and project proposals.

CONTRACT AMOUNT $300,000

VENDOR NAME Kimley-Horn and Associates, Inc

VENDOR NUMBER 295376

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**	Non Contractual	
Performance-Contributed	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: LANICE SLATER **Date** 08/11/2022

Revised 11/14/2019 Marilyn McMillan

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:
REBECCA CHRISTIAN, ACCOUNTING

Sponsored by:
MAYOR SANDY STIMPSON

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THE SPRING 2024 CUBA EXHIBIT

Amount of Contract:
$60,000

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE EXPLORE CENTER, INC.	Resolution Letter	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Gibson, Grant	Approved	8/18/2022 - 2:41 PM
Legal	Gibson, Grant	Approved	8/18/2022 - 2:41 PM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:51 PM

21-

2022

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 performance contract with **The Explore Center, Inc., d/b/a Exploreum Science Center** in the amount of **$60,000.00**, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER,** is a non-profit association and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the Contractor's purpose is to encourage excellence in STEM (science, technology, engineering, and math) education and to make the excitement of scientific discovery accessible to the entire Gulf Coast region and;

WHEREAS, the City desires to engage Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, 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 sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **SIXTY THOUSAND DOLLARS AND NO/100 ($60,000.00)** payable for the period from the execution of this Agreement to September 30, 2022. Said funds will be disbursed in a single payment, which shall result from written requests to be delivered to the City's Accounting Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

The funds will be used for the blockbuster Spring 2024 Cuba Exhibit.

The Contractor shall provide to City's Accounting Department an activity report and financial report upon the completion of its services performed under this Agreement. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the 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 the Contractor, or sums earned or derived by the Contractor, nor shall Contractor 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.

Contractor, 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 Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

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 contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The 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.

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

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products, and complete operations.

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

   (2) Property damage liability - $100,000 each occurrence

   Or, (in lieu of (1) and (2) above)

   (3) Bodily injury and property damage combined - $500,000 per occurrence

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

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

   (2) Property damage liability $100,000 each occurrence

   Or, (in lieu of (l) and (2) above)

   (3) Bodily injury and property damage combined - $500,000 per occurrence

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's convenant that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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 Agreement 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 of 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 from this Agreement.

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

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

Copy to: **City Attorney**
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor:

Explore Center, Inc., d/b/a Exploreum Science Center
Post Office Box 1968
Mobile, AL 36633

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.

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.

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.

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.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of **Alabama Immigration Law** (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. 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 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.

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.

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

Contractor's signatory below represents the she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Contractor: EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER

BY _____
Printed Name: DONALD J. COMEAUX, JR.
Its Authorized Agent

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

Contractor: EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER

BY _____
Printed Name: DONALD J. COMEAUX, JR.
Its Authorized Agent

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as **AUTHORIZED AGENT of EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER**, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20_____.

(SEAL)

_____
Notary Public
State of Alabama At-Large
My Commission Expires: _____

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Jennifer Greene, Programs and Project Management
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached is a Permanent Drainage Easement for acceptance between the City of Mobile and Board of Water And Sewer Commissioners of The City of Mobile, to provide future construction and maintenance access to the Three Mile Creek Hydrological Restoration project site. The Permanent Drainage Easement will allow the City initial construction access and to properly maintain the creek bed in the future. This continues the current environmental efforts of revitalizing the Three Mile Creek and associated Three Mile Creek Watershed.

Amount of Contract:

N/A

Effective Date of Contract:

8/30/2022

Funding Source

Project # N/A **Discretionary Funds** N/A

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

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

Grant Funds $0 **Matching Funds** $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	8/16/2022
Resolution	Resolution Letter	8/16/2022
Easement Document	Backup Material	8/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	8/16/2022 - 6:29 PM
Legal	Kern, Chris	Approved	8/17/2022 - 10:01 AM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:53 PM

July 26, 2022

Dear Councilmembers:

Attached to this memo is a Permanent Drainage Easement for acceptance between the City of Mobile and Board of Water And Sewer Commissioners of The City of Mobile, to provide future construction and maintenance access to the Three Mile Creek Hydrological Restoration project site. The Permanent Drainage Easement will allow the City initial construction access and to properly maintain the creek bed in the future. This continues the current environmental efforts of revitalizing the Three Mile Creek and associated Three Mile Creek Watershed.

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

Respectfully,



Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a Permanent Drainage Easement from the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, as needed for the Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II NFWF Task 6 - Pre-Implementation Activities: Three Mile Creek (Area 3)

SAID document being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

_____

City Clerk

PERMANENT DRAINAGE EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,** a public corporation of Alabama, (herein referred to as "Grantor") for and in consideration of the amount of One and No/100 ($1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantee") by receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, the Grantor does HEREBY,GIVE, GRANT, BARGIN, SELL AND CONVEY unto the **CITY OF MOBILE**, its successors and assigns, full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II NFWF Task 6 - Pre-Implementation Activities: Three Mile Creek (Area 3) over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO

It is understood between the parties that the rights in and to the above-described property which the Grantor is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the Grantee, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all

consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other maters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 12 day of July, 2022.

GRANTOR:
BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE,
a Public Corporation

By Daryl B. Russell

Its: Director of Planning & Market Development

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 12 day of July, 2022.

Notary Public, State of Alabama

My Commission Expires

ANITA L DIONNE
My Commission Expires
July 9, 2025

Grantor:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

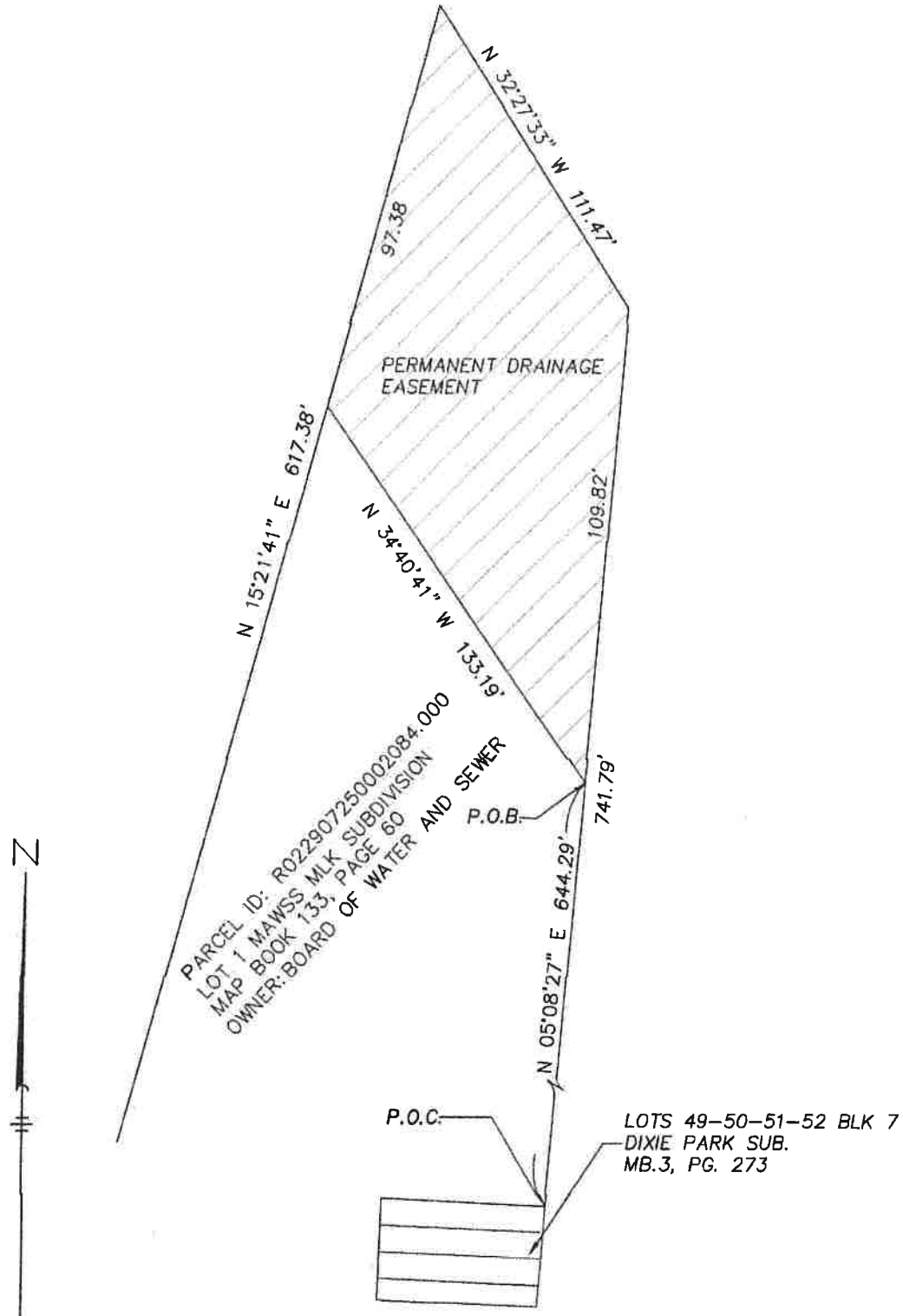
Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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

"EXHIBIT A"

Commencing at the Northeast corner of Lot 52, Block 7, Dixie Park Subdivision, as recorded in Map Book 3, Page 273, Probate Court Records, Mobile County, Alabama; run North 05°-08'-27" East and along the East line of Lot 1, MAWSS MLK Subdivision, as recorded in Map Book 133, Page 60, said Probate Court Records, a distance of 644.29 feet to the Point of Beginning of a Permanent Drainage Easement; thence along said Permanent Drainage Easement as follows: North 34°-54'-24" West, 135.04 feet to a point on the West line of said Lot 1; thence North 15°-21'-41" East and along said West line, 97.38 feet; thence South 32°-27'-33" East 111.47 feet to a point on the East line of said Lot 1; thence South 05°-08'-27" West and along said East line, 109.82 feet to the Point of Beginning. Said Easement contains 8,705 Sq. Ft. or 0.2 Acres more or less.

As prepared by ROWE Engineering & Surveying



REVISIONS:	EXHIBIT B
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
3502 LAUGHLIN DR · SUITE B · MOBILE, AL 36693
PHONE 251-666-2766 · FAX 251-666-1040

DRAWING: Robe/MAWSS	JOB: 61528	PLAT DATE:	SCALE:	SHEET NO.
DRAWN BY: Z.H.	PB:	JAN. 3, 2022	N.T.S.	1 OF 1

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
City Council

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	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 9:29 AM

R E S O L U T I O N

Sponsored by: Councilmembers Penn, Carroll, Small, Reynolds, Daves, Jones and Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Christopher A. Arledge and Shelbonnie Hall are hereby appointed as full-time judges of the Mobile Municipal Court for a term of four (4) years effective October 1, 2022.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 3:00 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Josh Mims is appointed to the Mobile Tree Commission effective immediately for a term ending on August 30, 2027.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 9:14 AM

R E S O L U T I O N

Sponsored by: Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	HGFS, LLC
Location:	Serdas Coffee Company 3 South Royal Street Mobile, AL 36602

Adopted:

_____

City Clerk

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5520

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.11.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

020 - RESTAURANT RETAIL LIQUOR

(Type of License)

TO: *HGFS LLC*

Trade Name: SERDAS COFFEE COMPANY

Location: 3 SOUTH ROYAL STREET MOBILE AL 36602

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

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

COUNCIL MEMBERS
REV. LEVON CHARLES MANZIE
PRESIDENT - DISTRICT 2
C. J. SMALL
VICE PRESIDENT - DISTRICT 3
FREDRICK D. RICHARDSON, JR.
DISTRICT 1
JOHN C. WILLIAMS
DISTRICT 4
JOEL DAVES
DISTRICT 5
BESS RICH
DISTRICT 6
GINA GREGORY
DISTRICT 7
CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5520

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 08.11.2022

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

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TO: *HGFS LLC*

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Location: 3 SOUTH ROYAL STREET MOBILE AL 36602

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

Comments:
NEW

Yours Very Truly,

Mobile City Council President

Signature of above applicant _____

Date applicant signed for this approval letter _____

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Paul O. Prine
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: August 19, 2022

Re: Alcoholic Beverage License Application No. 5520
HGFS LLC
D/B/A: Serda's Coffee Company
3 South Royal St
Mobile, AL 36602
Charles Griffith, Member
Margaret Morrissette, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new for a business that is named Serda's Coffee Company. The City of Mobile Revenue Department has advised although this is a new application all taxes have been reported and paid and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised no compliance checks have been completed at the location; therefore, it is currently in good standing.

It is my recommendation that the application be:

✓ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

AUG 18 2022
_____
CHIEF OF POLICE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

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

Date: **August 17, 2022**

Re: **Application # 5520 / 3 S Royal St**

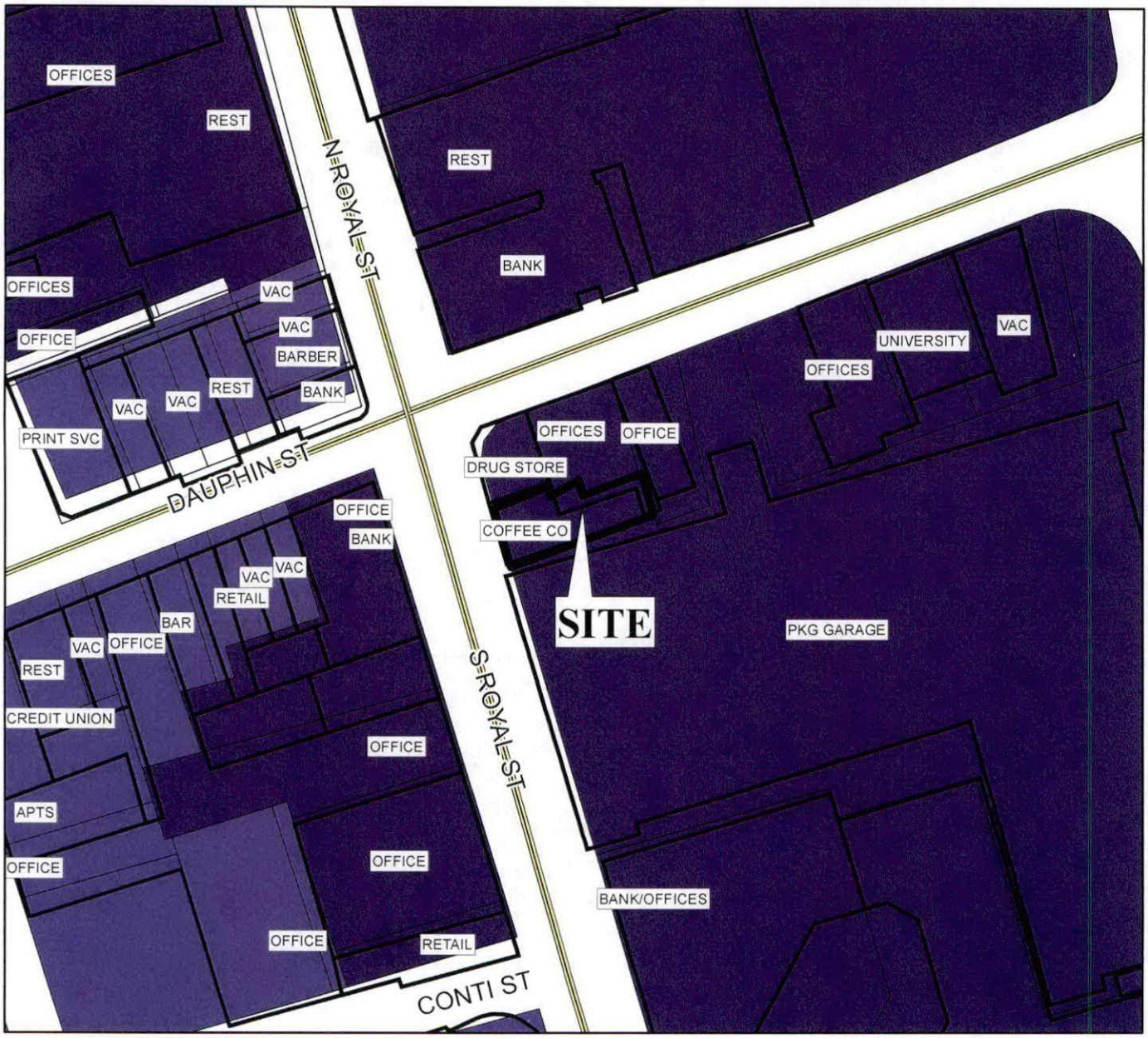
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-6. This is to advise that a café with retail liquor sales, and an occupant load less than 100 persons, is a permitted use by right in this zoning district.

The site is located within the Downtown Development District, which exempts T-6 from parking requirements.

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

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

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5520 DATE AUGUST 30, 2022

APPLICANT HGFS LLC

LOCATION 3 S ROYAL ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

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

AGENDA DATE: 08.30.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5520

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

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

020 - RESTAURANT RETAIL LIQUOR

Mobile Revenue Department for a _____
(Type of License)

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

APPLICANT: *HGFS LLC*

TRADE NAME: SERDAS COFFEE COMPANY

LOCATED AT: 3 SOUTH ROYAL STREET MOBILE AL 36602

☐ YES	☐ NO	☑	N/A - Has property owner list been supplied?
☐ YES	☐ NO	☑	N/A - Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑	N/A - Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: *R Shawn Skinner*
(Revenue Department Representative)

CONTACT: FRANK SCHOTTGEN PHONE#: 251.635.7813

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 08.11.2022
Application No: 5520

Type License: ***020 - RESTAURANT RETAIL LIQUOR***

Type License: ***N/A***

Name of Applicant(s) ***HGFS LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
GRIFFITH, CHARLES HUNT AL 7756909	MEMBER	02.07.1990 MOBILE AL	E
WENTWORTH MORRISSETTE, MARGARET LYNN AL 3827056	MEMBER	06.10.1959 MOBILE AL	

Corporate information: 950 049 (Enter book & page or document info) Date: 10.27.2021 (Incorporation or Authority) County: MOBILE

Trade Name ***SERDAS COFFEE COMPANY***

Location 3 SOUTH ROYAL STREET MOBILE AL 36602

Mailing Address 3 SOUTH ROYAL STREET MOBILE AL 36602
(Include Street or Post Office Box Address City State, and Zip Code)

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

Licensee Name _____ Type _____

Trade Name _____ License No# _____

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

Location (location transfer only) _____

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

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)_____

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)_____

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant** C. Hunt Griffith

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED** C. Hunt Griffith

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 08.11.2022

The undersigned HGFS LLC dba SERDAS COFFEE COMPANY - C HUNT GRIFFITH

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

C. Hunt Griffith

Signature of Affiant

Sworn to and subscribed before, me this 15 day of August Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

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

GENERAL APPLICATION INFORMATION

Contact Person FRANK SCHOTTGEN E-mail: FRANK@SERDASCOFFEE.COM

Phone Number: Home: Cell: Bus: 251.415.3000

Do the premises have a fully equipped and operational kitchen? *YES*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *YES*

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

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

Building seating capacity 75 License premises includes patio area *YES*

Square Footage 3000

License covers: *BOTTOM FLOOR*

License Structure: *MULTI-STORY*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
GRIFFITH, CHARLES HUNT AL 7756909	NONE		
WENTWORTH MORRISSETTE, MARGARET LYNN AL 3827056	NONE		

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: G AND R HOLDINGS LLC 251.895.7432

Address of Property Owner/Lessor:

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

Business License & Taxes

Bill Detail

View Bill 120508

Bill Year	2022
Bill Number	1357561
Owner Name	SERDA'S COFFEE COMPANY

View payments/adjustments

Charge Code	Description	Receipts	Amount
ALAPP	ALCOHOL APPLICATION FEE	$0.00	$50.00
SUBTOTAL		$0.00	$50.00
Payments/Adjustments			$0.00
Total Unpaid Balance			$50.00
TOTAL DUE			$50.00

Add to Cart

©2022 Tyler Technologies, Inc.

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

029640-0001 SHAWN S. 08/15/2022 11:37AM

BUSINESS LICENSE
SERDA'S COFFEE COMPANY
120508
2022 Item: 1357561
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal 50.00
Fee: CC FEE 1.50
Total 51.50

CREDIT CARD 51.50
Ref Number APPR 00089G - 7299

Change due 0.00

Paid by: SERDA'S COFFEE COMPANY

Thank you for your payment

CUSTOMER COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000001
Batch #: 615
08/15/22 11:33:36
APPR CODE: 00089G
Trace: 1
VISA Chip
**********7299 **/**

AMOUNT $51.50

APPROVED
X
GRIFFITH/CHARLES

CHASE VISA
AID: A0000000031010
TVR: 00 80 00 80 00
TSI: E8 00

CARDHOLDER ACKNOWLEDGES RECEIPT OF GOODS AND/OR SERVICES IN THE AMOUNT OF THE TOTAL SHOWN HEREON

THANK YOU

MERCHANT COPY

CITY OF MOBILE REVENUE
205 GOVERNMENT ST
MOBILE, AL 36644-0001
251-208-5880

SALE

REF#: 00000001
Batch #: 615
08/15/22 11:33:36
APPR CODE: 00089G
Trace: 1
VISA Chip
**********7299 **/**

AMOUNT $51.50

APPROVED

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220627141555589

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $0.00

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

Trade Name: SERDAS COFFEE COMPANY **Filing Fee:** $50.00

Applicant: HGFS LLC **Transfer Fee:**

Location Address: 3 S ROYAL STREET MOBILE, AL 36602

Mailing Address: 3 S ROYAL STREET MOBILE, AL 36602

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

Product Type: **Type Ownership:**

Book, Page, or Document info: 950 049

Do you sell Draft Beer?:

Date Incorporated: 10/27/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/27/2021

Federal Tax ID: 87-3363653 **Alabama State Sales Tax ID:** R011199816

Name:	Title:	Date and Place of Birth:	Residence Address:
MARGARET LYNN WENTWORTH MORRISSETTE 3827056 - AL	MEMBER	06/10/1959 MOBILE	
CHARLES HUNT GRIFFITH 7756909 - AL	MEMBER	02/07/1990 MOBILE	

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: FRANK SCHOTTGEN
Business Phone: 251-415-3000
Fax:

Home Phone:
Cell Phone: 2[illegible]
E-mail: FRS1214@GMAIL.COM
Frank@SerfasCoffee.com

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

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

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220627141555589

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: G AND R HOLDINGS LLC 251-895-7432
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3000 Display Square Footage:
Building seating capacity: 75 Does Licensed premises include a patio area? YES
License Structure: MULTI STORY License covers: BOTTOM FLOOR
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20220627141555589

Initial each — **Signature page**

Initial each	
LWM	In reference to law violations, I attest to the truthfulness of the responses given within the application.
LWM	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
LWM	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
LWM	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
LWM	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
LWM	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Lynn W. Morrissette

Signature of Applicant: Lynn W. Morrissette

Notary Name (print): Sandy Durham

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

Application Taken: 7/18/22 **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	SERDAS COFFEE COMPANY	*Applicant:*	HGFS LLC
Location:	3 S ROYAL ST MOBILE AL 36602	*License Type:*	~~050/070~~ 020
Contact:	JOY ESPOSITO	*ABC Staff:*	S/ DURHAM
Telephone:	251-259-1471	*Date:*	6/14/2022

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1.	x	FILING FEE	$50.00		25.	x	Background check
2.	N/A	Transfer Fee				x	Officer/Member 1 [redacted]
3.	N/A	Application				X	Officer/Member 2
4.	N/A	Transfer Agreement			26.	X	Co Health Dept. Permit/Inspection (On-premise lc
5.	N/A	Current ABC License & Current Owner Driver License			27.	N/A	City Business License (Required for tobacco only
6.	N/A	Current ABC Licensee's Liquor Liability Insurance			28.	X	Insurance
7.	X	Lease			29.	N/A	Current Owner Insurance
	X	Is the correct Applicant's name on the lease/deed?			30.		*License Fee **$600.00**
	X	Is the Address correct on the lease/deed?			31.		City/County Approval
	X	Are the Terms of the lease clear?					
	X	Is the lease/deed signed?					
8.	X	Corporation/LLC/LLP/Partnership Agreement/Association					
9.	x	List of Members					
10.	X	IRS Employer Identification Number (EIN)					
11.	X	Alabama Dept of Revenue State Sales License					
12.	X	Sketch (On-premise consumption & packages store only)					
13.	N/A	City of Mobile Ordinance					
14.	X	Restaurant Menu					
15.	X	Restaurant Memorandum of Understanding					
16.	X	Rules & Regulations/Title 28					
17.	N/A	Copy of Tobacco Regulation					
18.	X	Filing/Transfer Fee Acknowledgement	7/5/2022				
19.	X	Instructions to License					
20.	X	Person in Charge Sign					
21.	N/A	Club Liquor Class I and II License Only					
	n/a	Corporation/LLC/LLP					
	n/a	Bylaws					
	n/a	Membership List					
	n/a	Compliance Checklist					
22.		Power of Attorney					
	X	Identification/Photograph					
23.	X	Identification (DL, State / Military ID or US Passport-color copy)					
	X	Officer/Member 1					
	X	Officer/Member 2					
24.	X	Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificate)					
	x	Officer/Member 1					
	X	Officer/Member 2					

Application expires on October27 2022

sandy.durham@abc.alabama.gov

Shawn Marshall

Before June 14, 2022 Contact

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

** Make personal or business checks payable to: Alabama ABC Board.*

Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* _____ *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

City of Mobile

Past History for Business ID: 120508

License Summary by Bill Detail:

YEAR	CATEGORY	TYPE	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	72	716	DEC	878,586.00	.00	-263.61	2,814.58	PAID
			TOTALS	878,586.00	.00	-263.61	2,814.58	.00
2021	72	716	DEC	99.00	.00	-2,869.52	.00	PAID
			TOTALS	99.00	.00	-2,869.52	.00	.00

Tax Summary by Bill Detail:

YEAR	CATEGORY	MONTH	GROSS RECEIPTS	DEDUCTIONS	ADJUSTMENT	TOTAL DUE	BALANCE
2022	FOOD TAX	JUN	69,236.87	.00	.00	3,461.84	PAID
2022	FOOD TAX	MAY	77,976.60	.00	.00	3,898.83	PAID
2022	FOOD TAX	APR	71,426.08	.00	715.83	4,287.13	PAID
2022	FOOD TAX	MAR	84,115.99	.00	849.92	5,055.72	PAID
2022	FOOD TAX	FEB	71,645.94	.00	717.64	4,299.94	PAID
2022	FOOD TAX	JAN	51,589.25	.00	522.47	3,101.93	PAID
		TOTALS	425,990.73	.00	2,805.86	24,105.39	.00
2021	FOOD TAX	DEC	64,890.37	.00	681.43	3,925.95	PAID
2021	FOOD TAX	NOV	76,009.64	.00	789.77	4,590.25	PAID
		TOTALS	140,900.01	.00	1,471.20	8,516.20	.00

** END OF REPORT - Generated by RODNEY SKINNER **

Report generated: 08/05/2022 08:10
User: 910518706
Program ID: blmaster

INFORMATION SHEET

Contact Person: Frank Schottgen **Phone #:** 251-635-7813

Business Name: Serda's Coffee Company

Corporation Name: HGFS, LLC

Business Address: 35 Royal St. Mobile, AL 36602

NOTE: If a corporation, give place & date of incorporation or issuance of certificate to do business in Alabama. 950-049 **County** Mobile
(Enter book and page or document info)

Date 10/27/2021
(Incorporation or Authority)

Is business equipped with table & chairs? Yes **Building seating capacity:** 75

Does the premises have a fully equipped and operational kitchen? Yes

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

If not kitchen equipped, is any type of food served? _____ **If yes explain:**

Square Feet of building 3,000

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

IF OPERATING AS A PRIVATE CLUB:

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

OWNERS INFORMATION SHEET

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

Name of Applicant(s): HGFS, LLC
Note: Your corporation or LLC's name will be the Applicant

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

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

Full Name (*First, Middle, Last*) Charles Hunt Griffith

Social Security #. ace: W Sex: (X)M ( )F

Driver License# State AL

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

Date of Birth 02 / 07 / 1990

Place of Birth Mobile (*County*) Alabama (*State*) USA (*Nation*)

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

Length of Time at Address: 1 year Home# Cell# 251-401-3980

****

Full Name (*First, Middle, Last*) Lynn Wentworth Morrissette

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

Driver License# State AL

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

Date of Birth 06 / 10 / 1959

Place of Birth Mobile (*County*) Alabama (*State*) USA (*Nation*)

Present Addr (*Street Address (Apt#)*) (*City*) (*State*) 3 (*Zip Code*)

Length of Time at Address: 26 years Home# Cell# 251-423-2781

EXPLANATION OF LAW VIOLATION

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

NAME	DATE	VIOLATION	JURISDICTION	DISPOSITION
Charles Hunt Griffith		- None		
Lynn Wentworth Morrissette		- None		

I certify that the above information is correct and true.

Signature & Title

Date: 8/4/22

****

PROPERTY OWNERSHIP

Name of Property Owner/ Lessor: Dr. Ritesh Gupta
(The person(s) or company that holds the deed or who is in control of the property)

Property Owners / Lessors Address: 7672 Riggin Ct. Mobile, AL 36695

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

FORM A

Name: Charles Hunt Griffith Account #

Business Name: HGFS LLC DBA Serda's Coffee Company

Business Location and Tax ID No.: 3 S. Royal St Mobile, AL 36602 87-3363653

For Official Use Only **FORM A**

Citizenship status confirmed by **Date**

Proof of Citizenship Demonstration and Declaration

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

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

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, C. Hunt Griffith *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 12/09/2021 C. Hunt Griffith

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

June 27TH, 2022

Dear Mr. Griffith,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:8012202102
NAME [redacted] CHARLES HUNT
SOC:
ABI RESULT:NON-IDENT
SID:

CERTIFIED COPY
OF
ALEA DOCUMENT

FORM A

Name: Lynn Morrissette Account #

Business Name: HGFS, LLC DBA · Serda's Coffee Company

Business Location and Tax ID No.: 3 S. Royal St. Mobile AL 36602 87-3363653

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

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

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

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☐ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Lynn Morrissette, *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 12/14/2021

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102

PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

June 22, 2022

Dear Ms. Morrissette,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:8002203307
NAME:[redacted],MARGARET LYNN
SOC:
ABI RESULT:NON-IDENT
SID

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

HGFS, LLC

2. THIS FORM WAS PREPARED BY:

Hand Arendall Harrison Sale LLC

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Wesley J Hunter Esq.
104 Saint Francis Street, Suite 300
Mobile, AL 36602
MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

Post Office Box 123
Mobile, AL 36601
MOBILE

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- ☐ NON-PROFIT LLC
- ☐ NON-PROFIT SERIES LLC
- ☐ PROFESSIONAL SERIES LLC
- ☐ PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- ☐ SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

950-049 DLL

Date	10/27/2021
Time	17:05:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. THE UNDERSIGNED SPECIFY 10/27/2021 17:05:49 AS THE EFFECTIVE DATE AND THE TIME OF FILING

☐ ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

Organizer	Office Address	Mailing Address
Wesley J Hunter Esq.	104 Saint Francis Street, Suite 300 Mobile, AL 36602	Post Office Box 123 Mobile, AL 36601

10/27/2021
DATE

Wesley J. Hunter, Esq. Organizer
ELECTRONIC SIGNATURE & TITLE

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

HGFS, LLC

This name reservation is for the exclusive use of Hand Arendall Harrison Sale LLC, Post Office Box 123, Mobile, AL 36601 for a period of one year beginning October 27, 2021 and expiring October 27, 2022

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 27, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES983511

LIMITED LIABILITY COMPANY AGREEMENT

OF

HGFS, LLC

An Alabama Limited Liability Company

THE MEMBERSHIP INTERESTS IN HGFS, LLC DESCRIBED IN THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, THE ALABAMA SECURITIES ACT, OR THE SECURITIES LAWS OF ANY OTHER STATE OR JURISDICTION IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF SUCH SECURITIES LAWS. MEMBERSHIP INTERESTS MAY NOT BE TRANSFERRED OR RESOLD, IN WHOLE OR IN PART, EXCEPT AS PERMITTED UNDER ALL SUCH SECURITIES LAWS PURSUANT TO REGISTRATION THEREUNDER OR AN EXEMPTION THEREFROM. THE TRANSFERABILITY OF THE MEMBERSHIP INTERESTS IS FURTHER RESTRICTED BY THE TERMS OF THIS LIMITED LIABILITY COMPANY AGREEMENT.

THIS INSTRUMENT PREPARED BY:
Robert J. Riccio, Esq.
HAND ARENDALL HARRISON SALE LLC
Post Office Box 123
Mobile, Alabama 36601
(251) 432-5511

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LIMITED LIABILITY COMPANY AGREEMENT

OF

HGFS, LLC

An Alabama Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of HGFS, LLC, an Alabama limited liability company, dated as of the 27th day of October, 2021 (the "Effective Date"), is adopted, agreed to and executed by and between C. HUNT GRIFFITH, and LYNN WENTWORTH MORRISSETTE (such Persons being herein referred to collectively as the "Members", and individually as a "Member") and C. HUNT GRIFFITH as the Manager.

WHEREAS, the Members and the Manager desire to enter into this Agreement to regulate or establish the affairs of the Company, the conduct of its business, and the relations of the Members and the Manager with respect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) The terms defined in this Article shall have the meanings assigned to them below, such meanings being applicable to singular and plural nouns and verbs of any tense;

(b) All references in this Agreement to designated Articles, Sections or other subdivisions are to the designated Articles, Sections or other subdivisions of this Agreement as originally executed and as amended from time to time;

(c) The words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole; and

(d) Unless otherwise indicated, terms used but not specifically defined in this Agreement shall have the meanings ascribed to such terms in the LLC Law.

"Adjusted Capital Account Deficit" means the Capital Account maintained for each Member as of the end of each fiscal year of the Company after giving effect to the following adjustments:

(a) Increased by any amounts which the Member is obligated to restore under the standards set forth in Treas. Reg. § 1.704-1(b)(2)(ii)(c) or is deemed obligated to restore under Treas. Reg. § 1.704-2(g)(1) (relating to Company Minimum Gains) and Treas. Reg. § 1.704-2(i)(5) (relating to Member Nonrecourse Debt Minimum Gains); and

"Capital Contributions" means the total amount of capital contributed by a Member to the Company, as determined from time to time, which shall include the Net Agreed Value of any Contributed Property.

"Carrying Value" means:

(a) With respect to a Contributed Property, the Agreed Value of such Property reduced (but not below zero) by all depreciation, depletion (computed as a separate item of deduction), amortization and cost recovery deductions charged to the Members' Capital Accounts;

(b) With respect to a Revalued Property, the fair market value of such Property at the time of revaluation, as determined by the Members in accordance with Section 3.07 hereof, reduced (but not below zero) by all depreciation, depletion, amortization and cost recovery deductions charged to the Members Capital Accounts; and

(c) With respect to any other Company Property, the adjusted basis of such Property for federal income tax purposes, all as of the time of determination.

The Carrying Value of any Property shall be adjusted from time to time in accordance with Section 3.07 hereof.

"Certificate of Formation" or "Certificate" means the Certificate of Formation filed for the Company in accordance with the LLC Law, as may be amended and/or restated from time to time hereafter.

"Change of Control" means: (a) the sale of all or substantially all of the assets of the Company to an unrelated third-party purchaser; or (b) a sale of Membership Interests resulting in a Majority Interest being held by an unrelated third-party purchaser (without regard to the transfer restrictions set forth in Section 5.03 hereof or the drag-along rights set forth in Section 5.07 hereof).

"Code" means the Internal Revenue Code of 1986 and any successor statute, as amended from time to time.

"Company" means HGFS, LLC, an Alabama limited liability company.

"Company Loan" means any loan made by a Member to the Company in accordance with Section 3.04 hereof.

"Company Minimum Gain" has the meaning set forth in Treas. Reg. § 1.704-2(b)(2).

"Company Option Period" has the meaning set forth in Section 5.03(a).

"Company Property" or "Property" means all properties, assets and rights of any type (whether real or personal, tangible or intangible) owned by the Company from time to time.

"Confidential Information" has the meaning set forth in Section 5.09(a).

"Contributed Property" means any property contributed to the Company at any time or from time to time. Once the Carrying Value of Contributed Property has been adjusted pursuant to Section 3.07 hereof, such property shall be deemed Revalued Property and shall no longer be deemed Contributed Property.

Property is subject when contributed to the Company, as determined in accordance with Code § 752; and

(b) In the case of any Property distributed to a Member, the Company's Carrying Value of such Property at the time such Property is distributed, net of any indebtedness either assumed by such distributee Member upon such distribution or to which such Property is subject at the time of distribution, as determined in accordance with Code § 752.

"Net Cash Receipts" means the gross cash proceeds from the operation of the Business less the portion thereof used to establish reserves for or to pay Company expenses, debt payments and capital expenditures. Gross proceeds from the operation of the Business includes, without limitation, net cash proceeds from the sale or disposition of Company Property and from the refinancing of indebtedness of the Company, shall be increased by any reduction of reserves previously established by the Members, and shall not be reduced by depreciation, cost recovery, amortization or similar noncash deductions.

"Net Company Loan Balances" means the amounts advanced to the Company as Company Loans, reduced by repayments in respect of such Company Loans plus amounts realized by the Company as income from forgiveness of indebtedness in respect of Company Loans that have been written down or written off by the lender providing such loan(s).

"Nonrecourse Deductions" has the meaning set forth in Treas. Reg. § 1.704-2(b)(1).

"Optionor" has the meaning set forth in Section 5.03(i).

"Paying Member" has the meaning set forth in Section 3.08.

"Person" means any individual, corporation, trust, partnership, joint venture, limited liability company, association, cooperative or other entity.

"Prime Rate" means the reference rate as published as the U.S. prime rate of interest in the "Money Rates Section" of The Wall Street Journal, from time to time. If more than one U.S. prime rate is published in The Wall Street Journal for any particular day, the average of the prime rates so published shall be used, and such average shall be rounded up to the nearest one-quarter of one percent (.25%).

"Proceeding" has the meaning set forth in Section 8.03.

"Profits" and "Losses" mean, for each fiscal year, an amount equal to the Company's taxable income or loss for such year, determined in accordance with Code § 703(a) (including all items required to be stated separately) with the following adjustments:

(a) Any income exempt from federal income tax shall be included;

(b) Any expenditures of the Company described in Code § 705(a)(2)(B)(including expenditures treated as such pursuant to Treas. Reg. § 1.704-1(b)(2)(iv)(i)) shall be subtracted;

(c) In the event any Company Property is revalued pursuant to Section 3.07, the amount of such adjustment shall be taken into account in determining gain or loss from the disposition of such Property;

(d) Any items which are specially allocated pursuant to Section 4.02 or 4.03 shall not be taken into account in computing Profits or Losses;

"Treasury Regulations," "Treas. Reg." or "Reg." means the income tax regulations promulgated under the Code, as amended from time to time (including corresponding provisions of succeeding regulations).

"Unrealized Gain" attributable to any item of Company Property means, as of any date of determination, the excess, if any, of (a) the fair market value of such Property (as determined under Section 3.07 hereof) as of such date, over (b) the Carrying Value of such Property as of such date (prior to any adjustment to be made pursuant to Section 3.07 as of such date).

"Unrealized Loss" attributed to any item of Company Property means, as of any date of determination, the excess, if any, of (a) the Carrying Value of such Property as of such date (prior to any adjustment to be made pursuant to Section 3.07 as of such date), over (b) the fair market value of such Property (as determined under Section 3.07 hereof) as of such date.

"Unrecouped Capital Contribution" shall mean, with respect to any Member, an amount equal to his or its Capital Contribution less an amount equal to the amount distributed to such Member pursuant to the provisions of Article 4 hereof without regard to distributions of the Priority Return.

"Withdrawing Member" has the meaning set forth in Section 5.03(b).

ARTICLE 2
ORGANIZATION

Section 2.01 Formation. The Company has been organized as an Alabama limited liability company under and pursuant to the LLC Law and the filing of the Certificate in the Office of the Secretary of State of the State of Alabama. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the LLC Law) of the Company. The rights, powers, duties, obligations and liabilities of the Members and Manager shall be determined pursuant to the LLC Law and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member or Manager are different by reason of any provision of this Agreement than they would be under the LLC Law in the absence of such provision, this Agreement shall, to the extent permitted by the LLC Law, control.

Section 2.02 Name. The name of the Company is "HGFS, LLC" and all Company activities and affairs shall be conducted in that name or such other name the Members may select from time to time and which is in compliance with all Applicable Laws.

Section 2.03 Registered Office and Registered Agent; Principal Office. The registered office of the Company required by the LLC Law to be maintained in the State of Alabama shall be the office of the initial registered agent named in the Certificate or such other office as the Manager may designate from time to time in the manner provided by law. The registered agent of the Company in the State of Alabama shall be the initial registered agent named in the Certificate or such other Person or Persons as the Manager may designate from time to time. The principal office of the Company shall be at such place as the Manager may designate from time to time.

Section 2.04 Purposes; Powers. The purposes of the Company are as follows:

(a) The purposes of the Company are to acquire, own, manage, maintain and operate a coffee shop and café known as "Serda's Coffee Company" (the "Business"), and undertake any and all activities necessary, complimentary, or incidental thereto.

Section 3.04 Loans by Members. Any Member may, but is not obligated, to loan to the Company such sums as the Manager determines to be appropriate for the conduct of the Company's business. Any such loans shall bear interest and shall be on such terms and conditions as the Manager may determine.

Section 3.05 Capital Accounts. A separate account shall be maintained for each Member in strict accordance with Treas. Reg. § 1.704-1(b)(2)(iv) ("Capital Account"). Subject to the requirements of Treas. Reg. § 1.704-1(b)(2)(iv), each Capital Account:

(a) shall be credited with: (1) all cash contributions of such Member to the Company; (2) the Net Agreed Value of all property (other than cash) contributed by such Member to the Company; (3) such Member's share of the Company's Profits; (4) the amount of any liabilities of the Company assumed by such Member (other than liabilities included in the netting process of paragraph (b)(2) below or increases in the Member's share of the Company's liabilities determined in accordance with the provisions of Code § 752); and (5) the amount of any basis increase in Company Property attributable to investment credit recapture allocated to such Member; and

(b) shall be debited for: (1) distributions of cash to such Member; (2) the Net Agreed Value of all Company Property (other than cash) distributed to such Member; (3) such Member's share of the Company's Losses (including expenditures which can neither be capitalized nor deducted for tax purposes, organization and syndication expenses not subject to amortization, and loss on sale or disposition of Company Property, whether or not disallowed under the rules of Code § 267 or § 707, but excluding losses or deductions described in Treas. Reg. § 1.704-1(b)(4)(i) or (iii)); (4) the amount of any liabilities of such Member assumed by the Company (other than liabilities included in the netting process of paragraph (a)(2) above or decreases in the Member's share of the Company's liabilities determined in accordance with the provisions of Code § 752); and (5) the amount of any basis decrease in Company Property attributable to investment credit recapture allocated to such Member.

Section 3.06 Capital Accounts Upon Sale or Exchange of Transferable Interests. Upon the sale or exchange of a Member's Transferable Interest no adjustment shall be made to the Carrying Value of the Company's Property, and for purposes of maintaining the Capital Accounts of the Members the Capital Account of the selling or exchanging Member will be transferred to the transferee.

Section 3.07 Revaluation of Capital Accounts Upon Occurrence of Certain Events.

(a) Contributions. In accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv)(f) if, after the initial capital is contributed to the Company pursuant to Section 3.01, money or property in other than a de minimis amount is contributed to the Company in exchange for an Interest, the Capital Accounts of the Members and Carrying Values of all the Company's Property (determined immediately prior to such issuance) shall be adjusted to reflect the Unrealized Gain or Unrealized Loss attributable to each item of such Company Property as if such Unrealized Gain or Unrealized Loss had been recognized on a sale of each such item of Company Property immediately prior to such issuance and had been allocated to the Members in accordance with Article 4. In determining the Unrealized Gain or Unrealized Loss, the fair market value of Company Property shall be as determined by the Members.

(b) Distributions. In accordance with the provisions of Treas. Reg. §1.704-1(b)(2)(iv)(f), if money or Company Property in other than a de minimis amount is distributed to a Member in exchange for all or part of an Interest, the Capital Accounts of the Members and the

Capital Account in excess of such sum after all other allocations provided for in this Section 4.02 have been tentatively made as if this Section 4.02(b) were not in this Agreement.

(c) Minimum Gain Charge Back. If there is a net decrease in Company Minimum Gain during a Company taxable year, each Member shall be allocated items of Company income and gain for such taxable year (and, if necessary, for subsequent taxable years) equal to such Member's share of the net decrease in Company Minimum Gain during such taxable year as required by Treas. Reg. § 1.704-2(f). For purposes of the preceding sentence, a Member's share of the net decrease in Company Minimum Gain during a Company taxable year shall be computed in the manner described in Treas. Reg. § 1.704-2(a)(2). If there is net decrease in Member Nonrecourse Debt Minimum Gain during a taxable year, the allocation of items of Company income and gain required hereunder shall be made in accordance with Treas. Reg. § 1.704-2(i)(4). This Section 4.02(c) is intended to constitute a "minimum gain chargeback" provision as described in Treas. Reg. § 1.704-2(f), and shall be construed consistently therewith.

(d) Member Nonrecourse Deductions. If one or more Members bear the economic risk of loss (within the meaning of Treas. Reg. § 1.704-2(b)(4) with respect to any Member Nonrecourse Debt), Member Nonrecourse Deductions attributable thereto shall be allocated among such Members in accordance with the ratios in which such Members share the economic risk of loss for such Member Nonrecourse Debt.

Section 4.03 Curative Allocations. The allocations set forth in Section 4.02 ("Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. §1.704-1(b). Notwithstanding any other provision of Article 4 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other profits, losses and items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other profits, losses and other items and the Regulatory Allocations to each Member shall be equal to the amount that would have been allocated if the Regulatory Allocations had not occurred.

Section 4.04 Code Section 704(c) Allocations. In accordance with Code § 704(c), income, gain, loss and deduction concerning any Contributed Property shall, solely for tax purposes, be allocated among the Members to take account of any variation between the adjusted tax basis of such property and the Agreed Value of such property upon contribution. If the value of any Company Property is adjusted under Section 3.07 of this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted tax basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code § 704(c). Allocations under this Section 4.04 are solely for purposes of federal income taxes and shall not affect or be taken into account in computing any Member's Capital Account.

Section 4.05 Allocations Concerning Transferred Interests. Unless the Code requires otherwise, any Profits or Losses allocable to an Interest which has been transferred during any year shall be allocated among the Persons who were holders of such Interest during such year by taking into account their varying interests during such taxable year in accordance with Code § 706(d) and using any convention selected by the Remaining Members.

Section 4.06 Distributions of Net Cash Receipts. Except as otherwise provided in Section 11.03 hereof, Net Cash Receipts, if any, shall be distributed to the Members, at such time or times as determined by the Manager, pro rata, in accordance with their respective Membership Interests.

(h) The execution, delivery and performance of this Agreement have been duly authorized by such Member and do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default in any material respect under any provision of any law or regulation applicable to such Member or other governing documents or any agreement or instrument to which such Member is a party or by which such Member is bound;

(i) This Agreement is valid, binding and enforceable against such Member in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws of general applicability relating to or affecting creditors' rights or general equity principles (regardless of whether considered at law or in equity); and

(j) Neither the issuance of any Membership Interests to any Member nor any provision contained herein will entitle the Member to remain in the employment of the Company or any Affiliate or affect the right of the Company or any Affiliate to terminate the Member's employment at any time for any reason, other than as otherwise provided in such Member's employment agreement or other similar agreement with the Company or Affiliate, if applicable.

Section 5.03 Restrictions on Transfer of Membership Interests. The only interest of a Member that is transferable is a Member's Transferable Interest, and any such Transfer shall be subject to the following terms and conditions:

(a) Voluntary Transfers. If a Member intends to Transfer all or any portion of his Transferable Interest to any Person other than the Company, he shall give written notice to the Company and to the Remaining Members of his intention to do so ("Transfer Notice"). The Transfer Notice, in addition to stating the Member's intention to Transfer his Transferable Interest, shall state: (1) the amount of Transferable Interest he desires to Transfer; (2) the name, business and residence address of the proposed transferee; (3) whether or not the transferee meets the requirements of Section 5.03(e); and (4) whether or not the Transfer is made at arm's length for full and valuable consideration and, if so, the amount of the consideration and the other terms of the sale. For a period of sixty (60) days following the Company's receipt of the Transfer Notice (the "Company Option Period"), the Company shall have the option to purchase all or any portion of the Transferable Interest which is proposed to be transferred, for the price and upon the terms set forth in Section 5.03(i), and if the Company does not exercise its option to purchase all of such Transferable Interest within the Company Option Period, the Remaining Members for a period of fifteen (15) days after the expiration of the Company Option Period shall have an option to purchase the balance of such Transferable Interest (in proportion to the Membership Interests of the Members exercising the option granted in this Section 5.03(a)), at the price and upon the terms set forth in Section 5.03(i).

(b) Involuntary Transfers.

(1) Upon the occurrence of an Event of Dissociation of a Member (a "Withdrawing Member"), for a period of ninety (90) days after the Company receives actual notice thereof, the Company shall have the option to purchase all or any portion of the Withdrawing Member's Transferable Interest, for the price and upon the terms set forth in Section 5.03(i). If the Company does not exercise its option to purchase all of the Withdrawing Member's Transferable Interest, for a period ending fifteen (15) days after the close of the Company's ninety (90)-day option period, the Remaining

the provisions of this Section 5.03 restricting the Transfer of Transferable Interests shall again apply.

(2) Involuntary Transfer. If the Company and the Remaining Members fail to exercise their options to acquire all of the Withdrawing Member's Transferable Interest, the options provided in Section 5.03(b) shall be deemed unexercised with respect to the entire Transferable Interest; *provided, however*, that the provisions of Section 5.03(e) and (g) shall apply.

(e) Requirements for Transfer. Subject to any restrictions on transferability required by law (including the Securities Act, any state securities or "Blue Sky" laws, and the rules promulgated thereunder), and subject to the provisions and restrictions of Section 5.03(a) and (b), each Member shall have the right to Transfer (but not to substitute the transferee as a substitute Member in his place, except in accordance with Section 5.03(g) hereof to the extent permitted hereunder), by a written instrument, the whole or any part of his Transferable Interest; *provided, however*, that: (1) the transferee is a citizen and resident of the United States, and otherwise not a tax-exempt entity under Section 168(h) of the Code; (2) the Transferor delivers to the Company an unqualified opinion of counsel in form and substance satisfactory to legal counsel for the Company that neither the Transfer nor any offering in connection therewith violates any provision of any federal or state securities law; and (3) the transferee executes a statement that he is acquiring such Transferable Interest or such part thereof for his own account for investment and not with a view to distribution, fractionalization or resale thereof; *provided, further*, that the Company may elect to waive the requirement of the opinions of counsel set forth in Section 5.03(e)(2) above in its sole discretion.

(f) Effectiveness of Assignment. No Transfer shall be effective unless and until the requirements of Section 5.03(e) are satisfied. The Transfer by a Member of all or part of his Transferable Interest shall become effective on the first day of the calendar month immediately succeeding the month in which all of the requirements of this Section 5.03 have been met, and the Company has received from the Transferor a transfer fee sufficient to cover all expenses of the Company connected with such transfer; *provided, however*, that the Company may elect to waive this fee in its sole discretion. All distributions prior to the effective date shall be made to the Transferor and all distributions made thereafter shall be made to the transferee.

(g) Requirements for Admission. No transferee of the whole or any portion of a Member's Transferable Interest shall have the right to become a Member unless and until all of the following conditions are satisfied:

(1) A duly executed and acknowledged written instrument of transfer approved by the Company has been filed with it setting forth (i) the intention, if any, of the transferee to be admitted as a Member; (ii) the notice address of the transferee; and (iii) the Transferable Interest transferred by the Transferor to the transferee;

(2) The opinions of counsel described in Section 5.03(e) above are delivered to the Company, subject to the right of the Company to waive the delivery of these opinions in its sole discretion;

(3) The Transferor and transferee execute and acknowledge, and cause such other Persons to execute and acknowledge, such other instruments and provide such other

obtain, at his own cost, a second appraisal ("Second Appraisal") of the fair market value of the Company Property by a Qualified Appraiser of his choice. If the parties agree, the Second Appraisal shall be used to determine the fair market value of the Company Property. If the two appraisals are performed and the parties cannot agree within ten (10) days which of the appraisals accurately reflects the fair market value of the Company Property then the two appraisers selected under this Section 5.03(i) shall select a Qualified Appraiser to conduct a third appraisal ("Third Appraisal") of the fair market value of the Company Property. If the appraisers cannot agree on a Qualified Appraiser to conduct the Third Appraisal, either may request that the selection be made by a court having proper jurisdiction. The fair market value of the Company Property established by the Third Appraisal shall be final and binding in all respects on all parties. The Optionor and the Transferor shall each pay fifty percent (50%) of the costs of the Third Appraisal.

(2) Payment of Purchase Price and Closing. The closing of any sale and purchase of the Transferor's Transferable Interest shall occur within thirty (30) days from the later of (i) the date of the final Exercise Notice; or (ii) delivery of the final appraisal performed pursuant to this Section 5.03(i). The Optionor shall pay the purchase price: (i) at the time and in accordance with the terms and conditions as stated in the Transfer Notice, where the purchase price is determined pursuant to Section 5.03(i)(1)(i); or (ii) in all other cases by paying twenty percent (20%) of the purchase price in cash on the day of the closing, and with the balance of the purchase price to be paid in twenty (20) equal quarterly installments of principal and interest, evidenced by a promissory note, with interest at the rate of 1% above the Prime Rate on the day of closing, and the first installment to be paid at closing, unless otherwise agreed by the parties. The Transferor shall deliver documents satisfactory to the Optionor conveying his Transferable Interest free and clear of all liens, claims and encumbrances, any of which may be paid out of the purchase price, with the remainder, if any, paid to the Transferor. If the purchase price is insufficient to satisfy any such liens, the Transferor shall discharge the balance.

(j) Amendment of Agreement to Reflect Transfers. Upon the Transfer of any Membership Interest hereunder, regardless of whether the transferee is admitted as a Member, Exhibit "A" of this Agreement shall be amended as necessary to reflect the Interests of the Members and/or transferees subsequent to such Transfer.

Section 5.04 Additional Members. Upon the unanimous approval of the Members, additional Persons may be admitted to the Company as Members and Membership Interests may be created and issued to those Persons and to existing Members on such terms and conditions as may be determined at the time of admission. The terms of admission or issuance must specify the Membership Interest being issued to the incoming Member and may provide for the creation of different classes or groups of Interests having different rights, powers and duties. The admission of any additional Persons as Members and the Membership Interests assigned to such Persons shall be reflected in an amendment to Exhibit "A" evidencing the same. The creation of any new class or group shall be reflected in an amendment to this Agreement indicating the different rights, powers and duties. The provisions of this Section shall not apply to Transfers of Transferable Interests.

Section 5.05 Encumbrance of Membership Interests. Each Member hereby agrees that he shall not otherwise encumber, mortgage or pledge his Membership Interest without the written consent of the other Members.

(d) Conditions of Sale. The obligations of the Drag-Along Members in respect of a Drag-Along Sale under this Section 5.07 are subject to the satisfaction of the following conditions:

(i) The consideration to be received by each Drag-Along Member shall be the same form and amount of consideration to be received by the Dragging Member (the distribution of which shall be made in accordance with Section 5.07(b)) and the terms and conditions of such sale shall, except as otherwise provided in Section 5.07(d)(iii), be the same as those upon which the Dragging Member sells its Membership Interests;

(ii) If the Dragging Member is given an option as to the form and amount of consideration to be received, the same option shall be given to the Drag-Along Members; and

(iii) Each Drag-Along Member shall execute the applicable purchase agreement, if applicable, and make or provide the same representations, warranties, covenants, indemnities, and agreements as the Dragging Member makes or provides in connection with the Drag-Along Sale; *provided*, that each Drag-Along Member shall only be obligated to make individual representations and warranties with respect to its title to and ownership of the its Membership Interests, authorization, execution, and delivery of relevant documents, enforceability of such documents against the Drag-Along Member, and other matters relating to such Drag-Along Member, but not with respect to any of the foregoing with respect to any other Members or their Membership Interests; *provided, further*, that all representations, warranties, covenants, and indemnities shall be made by the Dragging Member and each Drag-Along Member severally and not jointly and any indemnification obligation shall be pro rata based on the consideration received by the Dragging Member and each Drag-Along Member, in each case in an amount not to exceed the aggregate proceeds received by the Dragging Member and each such Drag-Along Member in connection with the Drag-Along Sale.

(e) Cooperation. Each Drag-Along Member shall take all actions as may be reasonably necessary to consummate the Drag-Along Sale, including, without limitation, entering into agreements and delivering certificates and instruments, in each case, consistent with the agreements being entered into and the certificates being delivered by the Dragging Member, but subject to Section 5.07(d)(iii).

(f) Expenses. The fees and expenses of the Dragging Member incurred in connection with a Drag-Along Sale and for the benefit of all Drag-Along Members (it being understood that costs incurred by or on behalf of a Dragging Member for its sole benefit will not be considered to be for the benefit of all Drag-Along Members), to the extent not paid or reimbursed by the Company or the third-party purchaser, shall be shared by the Dragging Member and all the Drag-Along Members on a pro rata basis, based on the consideration received by each such Member; *provided*, that no Drag-Along Member shall be obligated to make any out-of-pocket expenditure prior to the consummation of the Drag-Along Sale.

Section 5.08 Information. Subject to the restrictions set forth in Section 5.09, records kept pursuant to Section 9.01 and any other books and records of the Company shall be subject to inspection and copying by Members and such other Persons as may be required by the LLC Law under the circumstances and subject to the conditions therein stated.

Section 5.10 Liability to Third Parties. No Member shall by virtue of his status as a Member or his ownership of a Transferable Interest, be liable for the debts, obligations or liabilities of the Company, including but not limited to a judgment decree or order of a court.

Section 5.11 Withdrawal. Except as otherwise permitted by unanimous consent of the Members or specifically provided herein, so long as a Member continues to hold any Membership Interests, such Member shall not have the right or power to withdraw from the Company or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void.

Section 5.12 Lack of Authority. No Member has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except to the extent that such act or expenditure has been approved by the Manager.

ARTICLE 6
MANAGEMENT OF THE COMPANY

Section 6.01 Management of Company. The Company shall be under the direction, and subject to the oversight, of one or more Persons who are named or elected as the "Manager" or "Managers" of the Company pursuant to this Article. The initial Manager of the Company shall be C. HUNT GRIFFITH. Except as otherwise specifically limited herein, the Managers shall have the exclusive power, right and authority to manage the activities and affairs of the Company. Accordingly, except as otherwise specifically limited in this Agreement, the Managers shall: (a) manage the activities and affairs of the Company; (b) exercise the authority and powers granted to the Company; and (c) otherwise act in all other matters on behalf of the Company. No contract, obligation or liability of any kind or type can be entered into on behalf of the Company by any Member other than a Manager. The Managers shall take all actions which shall be necessary or appropriate to accomplish the purposes of the Company in accordance with the terms of this Agreement.

Section 6.02 Specific Rights and Powers of the Manager. Except as otherwise specifically limited in this Agreement, in addition to the rights and powers which it may have in accordance with Section 6.01, the Managers shall have all specific rights and powers required for the management of the business of the Company including, without limitation, the right to do the following:

(a) Authorize all reasonable expenditures and pay all obligations of the Company, in the Company's name, as they become due and payable;

(b) Execute any and all documents or instruments of any kind which the Manager deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

(c) Purchase or lease equipment for Company purposes.

(d) Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as are appropriate in the reasonable judgment of the Manager;

(e) Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants; and

the sole purpose of enabling the Manager to execute, acknowledge and file any instrument necessary to effect such admission.

Section 6.05 Number, Tenure and Qualifications. The number of Managers of the Company shall be one (1). Except with respect to the initial Manager appointed in Section 6.01 hereof, each Manager shall be elected by the Members and shall hold office for the term for which he, she or it is elected or until his, her or its successor shall have been elected and qualified. A Manager need not be a resident of or domiciled in the State of Alabama and need not be a Member. The number of Managers may be increased or decreased from time to time by unanimous consent of the Members; but no decrease shall have the effect of shortening the term of any incumbent Manager.

Section 6.06 Resignation and Removal of Manager. A Manager may resign at any time upon written notice to the other Managers (or, if none, to the Members). Except with respect to the initial Managers appointed in Section 6.01 hereof, one or more of the Managers may be removed with or without cause by the affirmative vote of the Members. A Person shall cease to be a Manager upon his, her or its bankruptcy, death, dissolution, permanent disability or mental incompetency.

Section 6.07 Vacancies. Any vacancy occurring among the Managers, and any Manager position to be filled by reason of an increase in the number of Managers, shall be filled by election at a meeting of the Members.

Section 6.08 Regular Meetings. Regular meetings of the Managers shall be held at such times and places as shall be designated from time to time by resolution of the Managers.

Section 6.09 Special Meetings. Special meetings of the Managers may be called by or at the request of any Manager. A Person authorized to call a special meeting of the Managers may fix any place as the place for holding the special meeting of the Managers.

Section 6.10 Notice. Notice of any special meeting of the Managers shall be given no fewer than three (3) days and no more than sixty (60) days prior to the date of the meeting. Notices shall be delivered in the manner set forth in Section 12.02. The attendance of a Manager at any meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Managers need be specified in the notice or waiver of notice of such meeting.

Section 6.11 Quorum. A majority of the number of Managers shall constitute a quorum for transaction of business at any meeting of the Managers, provided that if less than a majority of such number of Managers is present at said meeting, a majority of the Managers present may adjourn the meeting at any time without further notice.

Section 6.12 Manner of Acting. The act of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Managers, unless the act of a greater number is required by this Agreement.

Section 6.13 Action Without Meeting. Any action required to be taken at a meeting of the Managers, or any other action which may be taken at a meeting of the Managers, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Managers entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Managers shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Judge of Probate of Mobile County, Alabama, the Secretary of State of the State of Alabama or anyone else.

Section 7.04 Manner of Acting. The act of a Majority Interest of the Members shall be the act of the Members and the Company, unless the act of a greater number is specifically required by this Agreement or the LLC Law.

Section 7.05 Action Without Meeting. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Members shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Judge of Probate of Mobile County, Alabama, the Secretary of State of the State of Alabama or anyone else

Section 7.06 Telephonic Meetings. The Members may participate in and act at any meeting of the Members through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 7.07 Proxies. Each Member entitled to vote at a meeting of Members or to express consent or dissent to any action in writing without a meeting may (i) cast his vote by a writing signed by the Member and one witness, or (ii) authorize another Person or Persons to act for him by proxy. Such written vote or proxy shall be deposited at the principal offices of the Company not less than forty-eight (48) hours before a meeting is held or action is taken; no proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

ARTICLE 8
EXCULPATION AND INDEMNIFICATION

Section 8.01 Exculpation of Covered Persons.

(a) *Standard of Care.* No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good-faith reliance on the provisions of this Agreement, so long as such action or omission does not constitute fraud or willful misconduct by such Covered Person.

(b) *Good Faith Reliance.* A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (ii) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Ala. Code § 10A-5A-4.11.

Section 8.02 Liabilities and Duties of Covered Persons. This Agreement is not intended to, and does not, create or impose any fiduciary duty on any Covered Person. Furthermore, each of the Members and the Company hereby waives any and all fiduciary duties that, absent such waiver, may be implied by Applicable Law, and in doing so, acknowledges and agrees that the duties and obligation of each Covered

Section 8.07 Survival. Indemnification under this Article 8 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Article 8 shall be deemed contract rights, and no amendment, modification or repeal of this Article 8 shall have the effect of limiting or defying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

Section 8.08 Advance Payment. The right to indemnification conferred by this Article 8 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Person's ultimate entitlement to indemnification; *provided, however*, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article 8 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such Person is not entitled to be indemnified under this Article 8 or otherwise.

Section 8.09 Nonexclusivity of Rights. The right to indemnification and the advancement of any payment of expenses conferred by this Article 8 shall not be exclusive of any other right which an Indemnified Person may have or hereafter acquire under any law (common or statutory), this Agreement, or otherwise by agreement or vote of the Members.

Section 8.10 Appearance as Witness. Notwithstanding any other provision of this Article 8, the Company may pay or reimburse expenses incurred by a Member or Manager in connection with his appearance as a witness or other participation in a proceeding at a time when he is not a named defendant or respondent in the Proceeding.

Section 8.11 Member Notification. To the extent required by law, any indemnification of or advance of expenses to an Indemnified Person in accordance with this Article 8 shall be reported in writing to the remaining Members with or before the notice or waiver of notice of the next Members' meeting or with or before the next submission to Members of a consent to action without a meeting and, in any case, within the twelve (12)-month period immediately following the date of the indemnification or advance.

Section 8.12 Insurance. The Company may purchase and maintain insurance, at its expense, to protect itself and any Indemnified Person against any expense, liability or loss, whether or not the Company would have the power to indemnify such Person against such expense, liability or loss under this Article 8.

Section 8.13 Savings Clause. If Section 8.03, 8.04 or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 8 that shall not have been invalidated and to the fullest extent permitted by Applicable Law.

ARTICLE 9
BOOKS, RECORDS, REPORTS AND BANK ACCOUNTS

Section 9.01 Maintenance of Books and Records. The Company shall keep books and records of accounts and shall keep minutes of the proceedings of its Members at the registered office of the Company. In addition, the Company shall maintain at its registered office such additional books and records as may be required by the LLC Law, including the following:

on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any federal, state, local or foreign taxing authority.

(c) BBA Elections and Procedures. To the extent permitted by Applicable Law, the Tax Matters Representative will cause the Company to annually elect out of the partnership audit procedures set forth in Subchapter C of Chapter 63 of the Code as amended by the BBA (the "Revised Partnership Audit Rules") pursuant to Section 6221(b) of the Code. For any year in which Applicable Law do not permit the Company to elect out of the Revised Partnership Audit Rules, then within forty-five (45) days of any notice of final partnership adjustment, the Tax Matters Representative will cause the Company to elect the alternative procedure under Section 6226 of the Code, and furnish to the IRS and each Member (including former Members) during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

(d) Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign, or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member or former Member (including penalties, additions to tax or interest imposed with respect to such taxes, and any taxes imposed pursuant to Code Section 6226) shall be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

ARTICLE 10
DISSOCIATION

Section 10.01 Events of Dissociation. A Person ceases to be a Member of the Company (a "Dissociated Member") upon the occurrence of one or more of the following events (an "Event of Dissociation"):

(a) With respect to the Transfer of a Member's entire Transferable Interest, (i) when the transferee of such Transferable Interest is another Member or upon any such transferee's becoming a Member, or (ii) the Member is otherwise removed by the affirmative vote of a Majority Interest of the non-Transferring Members.

(b) The Member dies or is adjudicated incompetent by a court of appropriate jurisdiction.

(c) In the case of a Member who is a trustee or is acting as a Member by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee.

(d) In the case of a Member that is a partnership or separate limited liability company, the dissolution of the partnership or separate limited liability company.

(e) In the case of a Member that is a corporation, the filing of articles of dissolution or its equivalent for the corporation, or revocation of its charter and elapse of ninety (90) days after notice to the corporation of revocation without a reinstatement of its charter.

(f) In the case of an estate, the distribution by the fiduciary of the estate's entire Transferable Interest in the Company.

(b) Second, the balance, if any, to the Members in proportion to their respective positive Capital Accounts as of the date of such distribution, after making all required allocations pursuant to Article 4.

Section 11.04 Distributions in Kind. In connection with the termination and liquidation of the Company, the Members shall attempt to sell all of the Property. To the extent that Property is not sold, each Member will receive a pro rata share of any distribution in kind. Any Property distributed in kind upon liquidation of the Company shall be treated as though the Property was sold and the cash proceeds distributed.

Section 11.05 No Recourse Against Members. The Members shall look solely to the assets of the Company for the return of their investment, and if the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return such investment, they shall have no recourse against any other Member or his Affiliate.

Section 11.06 Purchase by Member. A Member or an Affiliate of a Member may, if he so desires, purchase an item of Property upon liquidation provided that: (a) the purchase price is at fair market value as determined by an independent appraiser selected by the remaining Members; and (b) at least fifteen (15) days' advance notice of the proposed sale has been given to the other Members.

Section 11.07 Deficit Capital Accounts. Notwithstanding anything to the contrary contained in this Agreement, and notwithstanding any custom or rule of law to the contrary, the deficit, if any, in the Capital Account of any Member upon dissolution of the Company shall not be an asset of the Company and such Member shall not be obligated to contribute such amount to the Company to bring the balance of such Member's Capital Account to zero.

Section 11.08 Statement of Dissolution. On completion of distribution of Company Property as provided herein, the Company is terminated, and the Manager (or such other Person or Persons as the LLC Law may permit) may file a statement of dissolution with the Office of the Secretary of State of the State of Alabama, cancel any other filings made pursuant to Section 2.05 and take such other actions as may be necessary to terminate the Company.

ARTICLE 12
GENERAL PROVISIONS

Section 12.01 Entire Agreement; Amendments. This Agreement embodies the entire understanding between the Members concerning the Company and their relationship as Members and supersedes any and all prior negotiations, understandings or agreements. This Agreement may be amended or restated from time to time only by a written instrument unanimously adopted, executed and agreed to by the Members.

Section 12.02 Notices. All notices and demands required or permitted under this Agreement shall be in writing, as follows: (a) by actual delivery of the notice into the hands of the party entitled to receive it; (b) by mailing such notice by registered or certified mail, return receipt requested, in which case the notice shall be deemed to be given on the date of its mailing; or (c) by FedEx, UPS or other comparable overnight carrier, in which case the notice shall be deemed to be given as of the date it is sent. All notices which concern this Agreement shall be addressed as follows:

If to the Company: 261 Dilston Lane
Mobile, Alabama 36608

Section 12.12 Further Assurances. Each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated herein.

Section 12.13 Indemnification for Breach. To the fullest extent permitted by law, each Member shall indemnify the Company and each other Member and hold them harmless from and against all losses, costs, liabilities, damages and expenses (including, without limitation, costs of suit and attorneys' fees) they may incur on account of any material breach by that Member of this Agreement.

Section 12.14 Disclosure and Waiver of Conflicts. In connection with the preparation of this Agreement, the Members acknowledge and agree that: (a) Hand Arendall Harrison Sale LLC prepared the Agreement ("HAHS") and acted as legal counsel to C. Hunt Griffith; (b) the Members have been advised by HAHS that the interests of the Members may be opposed to each other and may be opposed to the interests of the Company and, accordingly, HAHS's representation of C. Hunt Griffith may not be in the best interests of the Members or the Company; and (c) each of the Members has been advised by HAHS to retain separate legal counsel. Notwithstanding the foregoing, each of the Members (x) acknowledge that HAHS represents C. Hunt Griffith; (y) acknowledge that they have been advised to retain separate counsel and have waived their right to do so; and (z) jointly and severally forever waive any claim that HAHS's representation of C. Hunt Griffith constitutes a conflict of interest.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURES ON FOLLOWING PAGE]

EXHIBIT "A"

Name and Addresses of Each Member:	Initial Capital Contribution and Capital Account:	Membership Interest:
C. Hunt Griffith	$50,000.00	60%
Lynn Wentworth Morrissette	$250,000.00	40%

HGFS, LLC

DBA – Serda's Coffee Company

Description of Business Activities:

Restaurant and Coffee shop. We serve breakfast, lunch, and dinner. We have a full menu of coffee beverages, tea, soft drinks, smoothies, and water. We purchase our coffee wholesale from a distributor in Florida and New York and roast the coffee beans in the roast room. We sell coffee in the front of the shop, in retail bags in the store, and in bulk to various local vendors. We provide various catering options for businesses and individuals who live and work downtown. We have 18 employees.

Hours of operation:

Monday – Friday: 6:00am to 8:00pm

Saturday: 7:00am to 8:00pm

Sunday: 7:00am to 6:00pm

EMAIL TO: planning@cityofmobile.org (Subject line of the email should say: "Liquor license application: insert street address. For any further questions about this form, please call Build Mobile at 251-208-5895).

RE: ALCHOLIC BEVERAGE APPLICATION FILE

Request for zoning permission to process an alcoholic beverage application, (subject to approval by City Council and issuance of Zoning Certificate).

(Type of alcoholic beverage license)

To be used in a/an Restaurant / Coffee Shop

(Type of business)

HGFS, LLC

(Name of applicant whether individual, corporation, etc.)

3 S Royal St.

(Location address for application)

Mobile AL 36602

City State Zip

3,000 sq ft

(Square feet of business)

Note: You must provide a drawing of the site to the Planning & Zoning representative for a review of the parking facilities. The drawing must illustrate the lot and dimensions, the building size and location, the size and location of each parking space and access (driveways) and aisles.

****

URBAN DEVELOPMENT DEPARTMENT

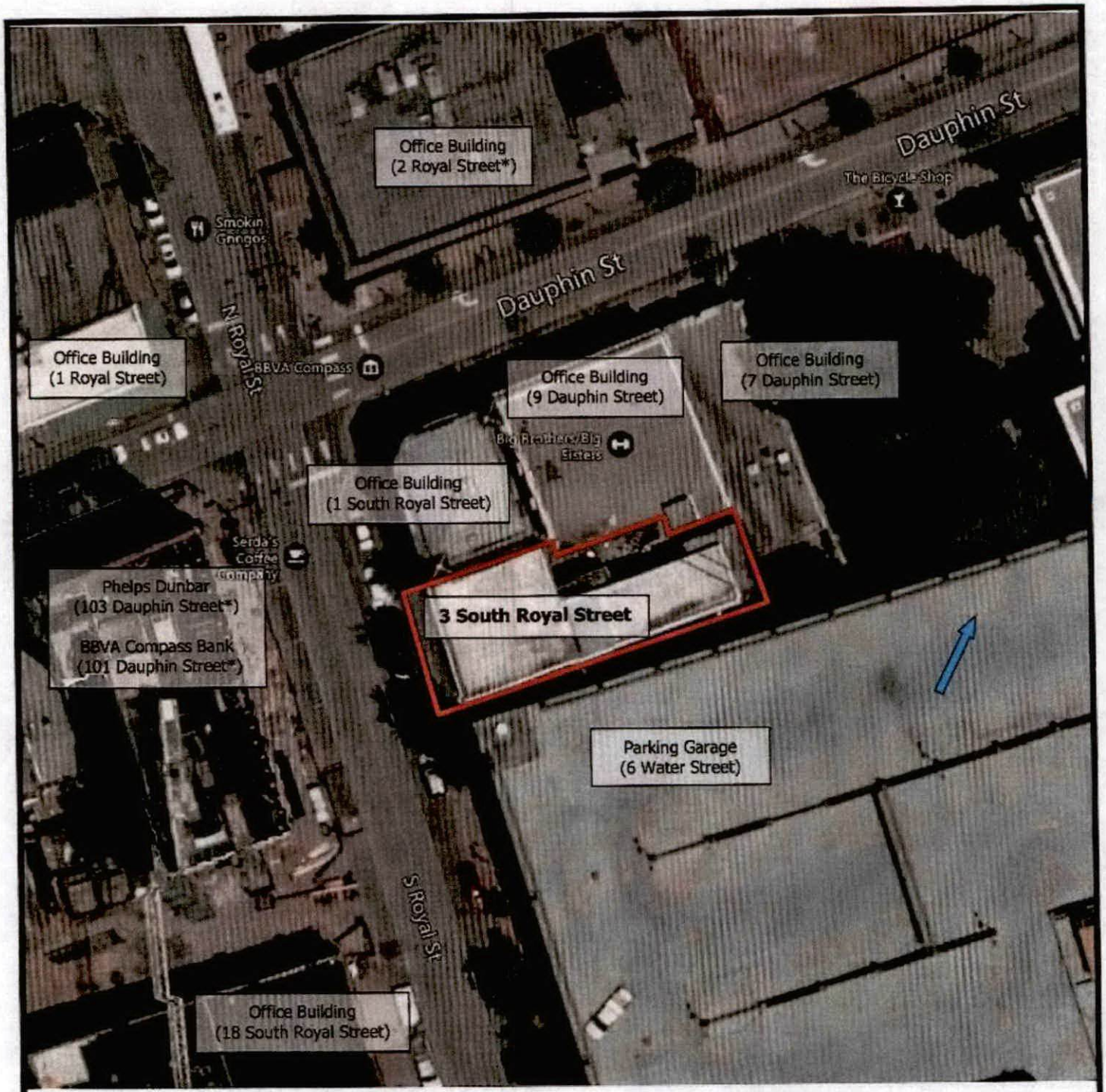
Zoning T-6 Parking Provided N/A

Parking Required N/A Compliance: X* Yes ____ No

A. Logan Anderson 08/05/2022

(Signed by Urban Development Dept) Date

*The site is located within the Downtown Development District, which exempts T-6 from parking requirements.



Legend
Estimated Groundwater Flow Direction
Approximate Property Boundary
Listed in Environmental Database Report *

N

Figure 2: SITE PLAN
3 South Royal Street, Mobile, Alabama 36602
Project Number: 347642

AEI Consultants

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or county of **MOBILE** and in the county of **MOBILE**, State of Alabama.

DESCRIPTION OF PROPERTY: (MUST HAVE LEGAL DESCRIPTION - call the Map & Plat room at Mobile County Revenue Dept. at 574-8535)

3 S. Royal St, Mobile, AL 33602

COMG AT THE SE COR OF ROYAL & DAUPHIN ST RUN TH S 16 DEG 43 MIN 26 SEC E ALG ELY R/W/L OF ROYAL ST 48.8 FT TO THE POB OF HEREIN DESC PPTY TH CONT S 16 DEG 43 MIN 26 SEC E ALG SD R/W/L 40.1 FT TO A PT TH N 70 DEG 22 MIN 04 SEC E ALG S FACE OF BUILDING WALL ALSO N/L OF A CONCRETE PASSAGE (4.1 FT WIDE) 107.10 FT TO A PT TH N 21 DEG 23 MIN W ALG E FACE BUILDING WALL 24.85 FT TO A PT TH S 70 DEG 22 MIN 04 SEC W 40.65 FT TO A PT TH N 20 DEG 19 MIN 21 SEC W ALG WALL LINE 10.18 FT TO A PT TH S 69 DEG 56

The above described property is ( ) owned, (X) leased, ( ) sub-leased, or otherwise surrendered to FRANK SHOTTGEN who has applied for an Alabama Alcoholic Beverage License at the above location.

Sworn to and subscribed before me this 4th day of August, 2022.

Erin H. DuBose — Notary Public

[signature] — Property Owner — 8/4/2022 — Date

12/26/23 — My Commission Expires

[signature] — Licensee — 8/4/2022 — Date

10

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Agreement") effective as of October 29, 2021 (the "Effective Date"), is entered into by and among G&R HOLDINGS, LLC, an Alabama limited liability company ("Landlord"), GRAND GULF CORPORATION, an Alabama corporation d/b/a Serda's Coffee Co. ("Tenant" or "Assignor") and HGFS, LLC, an Alabama limited liability company ("Assignee" and, together with Landlord and Tenant, collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Landlord is the owner and landlord of the real property located at 3 South Royal Street, Mobile, Alabama 36602 (the "Building");

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated November 16, 2015 (the "Lease"), for the first floor of the Building (the "Demised Premises"), which Demised Premises are more particularly described in the Lease;

WHEREAS, a true and complete copy of the Lease and all Exhibits thereto is attached to this Agreement as Exhibit "A" and by this reference made an integral part of this Agreement for all purposes. Capitalized terms used in this Agreement and not otherwise defined herein shall have the same meaning ascribed to those terms in the Lease;

WHEREAS, the term of the Lease has previously been extended pursuant to Section 2.02 of the Lease and that certain Extension Agreement attached hereto as Exhibit "B" (the "Extension Agreement"), with such lease term currently set to expire on November 30, 2025 (the "Lease Term");

WHEREAS, Assignor desires, as of the Effective Date, to assign all of its right, title, and interest in and to the Lease to Assignee provided Landlord consents to this Agreement and Assignee agrees to assume and be fully responsible for all the obligations of Assignor, as tenant under the Lease, from and after the Effective Date. Assignee is willing to accept Assignor's assignment to it of the Lease and to assume all of Assignor's obligations as tenant under the Lease from and after the Effective Date for the remainder of the Lease Term;

WHEREAS, Landlord is willing to enter into this Agreement to grant its prior written consent to Assignor's assignment of the Lease to Assignee, as provided in Section 12.01 of the Lease;

WHEREAS, Landlord and Assignee have further agreed to amend the Lease, upon the terms and conditions set forth herein; and

WHEREAS, accordingly, Assignor, Assignee, and Landlord are desirous of executing and entering into this Agreement in order to evidence and accomplish the purposes set forth in the above Recitals as of the Effective Date.

AGREEMENT TO POST PUBLIC NOTICE SIGN ON PROPERTY

I hereby agree to post a sign on my property notifying the general public that an application for the sale of alcohol is being considered for this location. I understand that I will post and maintain said sign and remove the sign after the application is considered by the City.

8/4/2022
Date

Owner of Property (Signature)

RITESH GUPTA
Print Name of Property Owner

7672 RIGGIN CT
Address

MOBILE AL 36695
City State Zip

I agree that I will not remove or discard the sign until after the application is considered by the City of Mobile council.

8/4/2022
Date

Frank Schottgen IV
Applicant's Signature

Frank Schottgen IV
Print Name of Applicant

3 S Royal St.
Address

Mobile AL 36606
City State Zip

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5520
Business Name	HGFS LLC
Company DBA	SERDAS COFFEE COMPANY
Business Address	3 SOUTH ROYAL STREET 36602
License Type	020 - RESTAURANT RETAIL LIQUOR
Post Date	08.11.2022
Agenda Meeting Date	08.23.2022

(Signature of Applicant or POA)

R SHAWN SKINNER

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

8/30/2022

Funding Source

Project # 215 1/2 Norman Street - ME-047-22 **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 - 215 1/2 Norman Street	Cover Memo	8/23/2022

REVIEWERS:

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

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **215 1/2 NORMAN 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, 8, 14 and 15;*** *and*

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **215 1/2 NORMAN STREET** described as:

COMG SW COR LOLA ST AND NORMAN STS TH S 36.5 FT TO POB CONT S 25 FT(S) TH WLY 113.52 FT TH N 35 FT(S) TH ELY 125 FT TO BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 236

Last Assessed to: ZEINE RAYNODD & JAPONICA ZEINE

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

August 23, 2022

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 30, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **215 1/2 NORMAN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **ZEINE RAYNODD & JAPONICA ZEINE** 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 0 007 236
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

215 1/2 NORMAN ST

Property Details

PARCEL KEYX	**00750280**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**Active**	NATIONAL HISTORIC REGISTRY	**Campground**
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	**Residential**	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	**N**	TAX DELINQUENT	**Y**
DANGER TO PUBLIC ROW	**N**	CODE VIOLATIONS	**Y**
DANGER TO HUMAN/LIFE/HEALTH	**N**	UTILITIES DISCONNECTED	**Y**
HISTORIC CONTRIBUTING STRUCTURE	**Y**	WATER PENETRATING STRUCTURE	**Y**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**N**	WALL COMPROMISED	**Y**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMRROMISED	**N**
SURVEY DATE	**2022-04-11**	COMMENTS	

Property Score

SCORE	**65**	SCORE DISCRIPTION	**Demo**

Notes

REVIEW COMMITTEE
SECURE ☐
DEMOLITION ☒
APPROVAL DATE 6-27-22
VOTED 4-1 FOR DEMOLITION

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/05/2022

Property Address: 215 ½ Norman 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.


215½
08 22 2022


08 22 2022


08.22.2022


08.22.2022


08 . 22 . 2022


08 . 22 . 2022


08 . 22 . 2022


08 . 22 . 2022

Affidavit of Mailed Notice

August 23, 2022

State of Alabama
County of Mobile

Subject Property – 215 1/2 Norman Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **9** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

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

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Robert L. Shamburger
2606 Pollard Lane
Mobile, AL 36606-2118

July 8, 2022

RE: **215 1/2 Norman Street**
Project Number: ME-047-22

Dear Robert L. Shamburger:

On July 5, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 215 1/2 Norman Street.

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

COMG SW COR LOLA ST AND NORMAN STS TH S 36.5 FT TO POB CONT S 25 FT(S) TH WLY 113.52 FT TH N 35 FT(S) TH ELY 125 FT TO BEG #SEC 40 T4S R1W #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 236

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

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

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

☒ Repaired; or,
☒ Demolished

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: 215 ½ Norman St Date: 6/29/2022

FROM: Ashley Parker, Real Estate Dept. AP

TO: Business Services / Municipal Enforcement Division

Title Report effective date: 6/28/2022

Per the Title Report, the owner is: Robert L Shamburger (Fee Simple) and Raynodd & Japonica Zeine (Tax Lien Interest)

.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Robert L Shamburger 2606 Pollard Ln Mobile, AL 36606-2118	Fee Simple Owner
2	Robert L Shamburger 1003 Alba St Mobile, AL 36605-1546	Fee Simple Owner/Alternate Address
3	Robert L Shamburger 215 ½ Norman St Mobile, AL 36603-5425	Fee Simple Owner/Subject Property

TAX STATUS: CURRENT

4	Raynodd Zeine & Japonica Zeine 5215 MONTIEL CT UNIT 6 MOBILE, AL 36693-2577	Tax Lien Interest Instrument Number 2021054993 in Mobile Co Probate Possible Phone Number: 251-209-5441
5	Raynodd Zeine & Japonica Zeine 215 ½ Norman St Mobile, AL 36603-5425	Tax Lien Interest Instrument Number 2021054993 in Mobile Co Probate/Subject Property Possible Phone Number: 251-438-3139

Parties with recorded liens per Title Report:

6	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Reference on letter: State of AL vs Donnvan Key Acct# IIT-R005764850, Lien# 733828608
7	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	Reference on letter: State of AL vs Robert Shamburger Acct# IIT-R002009904, Lien# 2023286272
8	Mobile Infirmary 5 Infirmary Cir Mobile AL 36607-3513	Refence on letter: Acct# 603651993-3158
9	Autovest LLC C/O Wendy Z Johnston PO Box 11366 Birmingham AL 35202	Lien: Autovest vs Robert Shamburger

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - 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:
8/30/2022

Renewal Date of Contract:
8/30/2022

Funding Source

Project # 1111 Springhill Avenue - ME-139-21 **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
1111 Springhill Avenue	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	8/25/2022 - 2:15 PM

MUNICIPAL ENFORCEMENT DIVISION
August 22, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 30, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1111 SPRINGHILL AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **BENJAMIN E LOPER,** 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 0 009 083. 009
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW

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 **1111 SPRINGHILL AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 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 **1111 SPRINGHILL AVENUE** described as:

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 083. 009

Last Assessed to: BENJAMIN E LOPER

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

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

Adopted:

_____

City Clerk

City of Mobile
Commercial Blight Survey 2021

Report Date: Wednesday, October 13, 2021

Property Address

1111 SPRING HILL AVE

Property Details

PARCEL KEYX	**02343823**	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	**ACTIVE**	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	**2**
STRUCTURE TYPE	**Commercial**	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	**N**
VACANT	**Y**	FIRE DAMAGE	**N**
OPEN BUILDING PERMITS	**N**	ROOF DAMAGE	**Y**
BUILDING OPEN TO THE PUBLIC	**N**	WALL COMPROMISED	**N**
PROXIMITY TO BLIGHT	**Y**	FOUNDATION COMPROMISED	**N**
SURVEY DATE	**2021-10-11**	COMMENTS	

Property Score

SCORE **36**

SCORE DISCRIPTION **Review Committee**

Notes

REVIEW COMMITTEE

SECURE ☒

DEMOLITION ☐

APPROVAL DATE 11-22-21

Voted 4-0 to Secure

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams **Date:** 07/05/2022

Property Address: 1111 Springhill Avenue **District No:** 2

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

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

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

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

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

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

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

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

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

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

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

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

☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or 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 and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Benjamin E. Loper
15659 Dauphin Island Pkwy
Coden, Alabama 36523-3469

July 8, 2022

RE: **1111 Springhill Avenue**
Project Number: ME-139-21

Dear Benjamin E. Loper:

On July 8, 2022, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 1111 Springhill Avenue.

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

COMG AT NW COR OF OAK & HALLETT STS TH RUN W 300 FT (S) TO POB TH CONT W 44.22 FT TH NLY 227 FT(S) TH E 38.53 FT TH N 225.1 FT TH ELY 54.08 FT TH S 100 FT TH SE 35 FT TH N 100 FT TH E 35 FT TH S 275 FT(S) TH W 126 FT TH S 227 FT(S) TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 29 06 40 0 009 083.009

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

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

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

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

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

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

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

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

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

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

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

☒ Repaired; or,
☒ Demolished

NOTE: The two-story main house must have required **building permit** prior to making repairs to the roof, windows and exterior walls of the house. There are three accessory structures at the rear of main house that must be fully repaired or demolished and the appropriate **building or demolition permits** must be obtained prior to work beginning.

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 **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**





NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



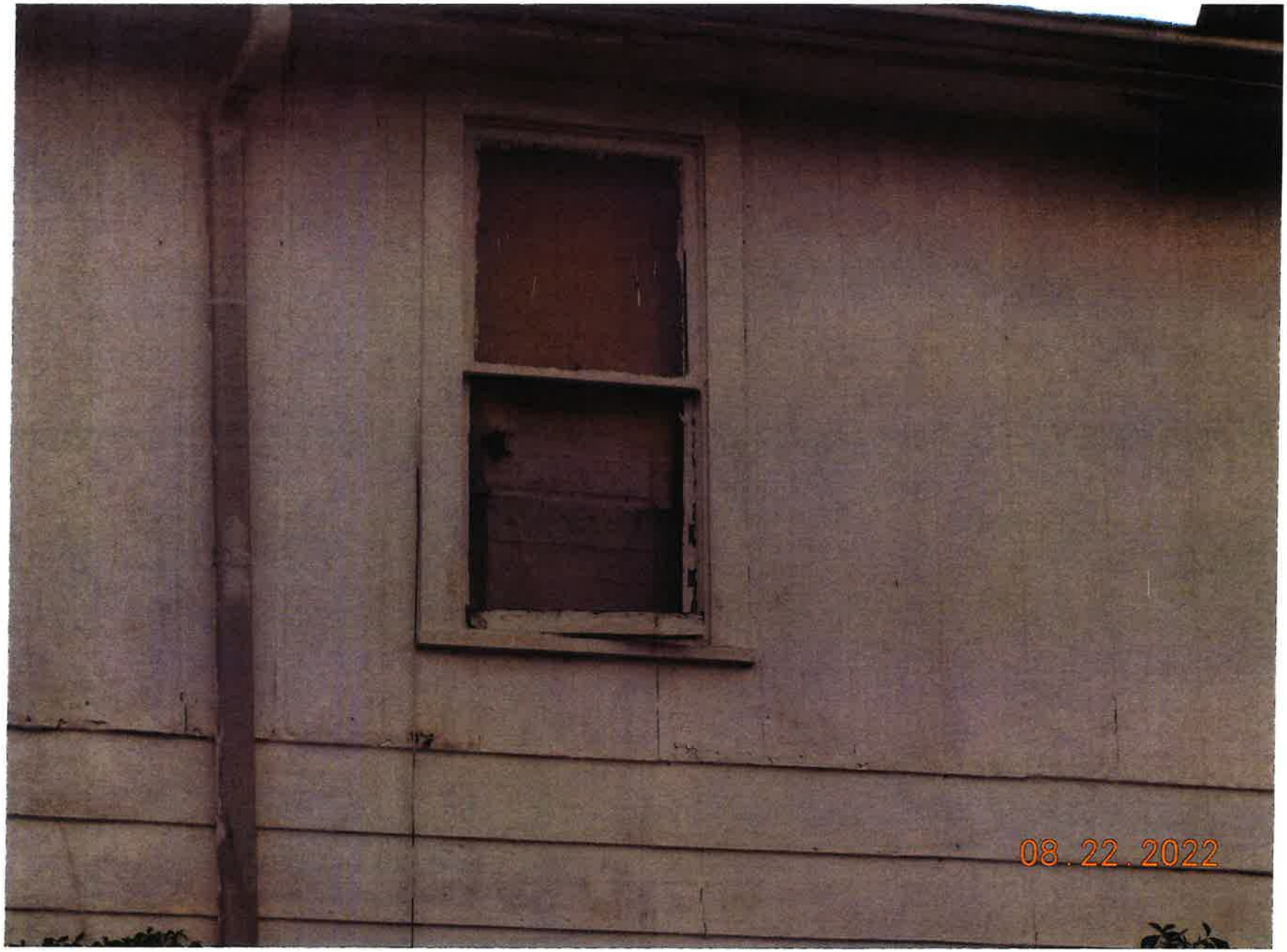
NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



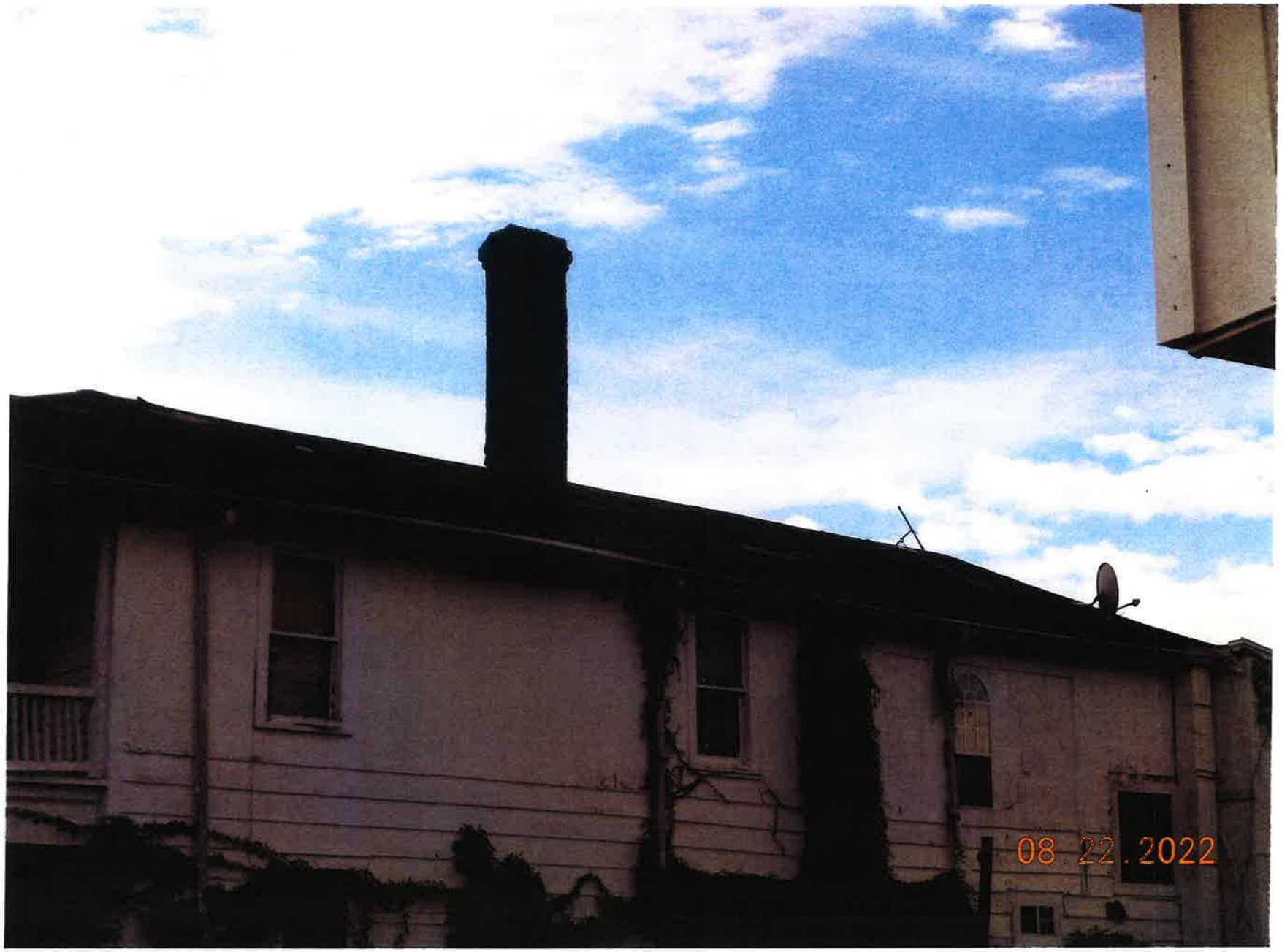
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NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



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NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



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NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**




08 22 2022

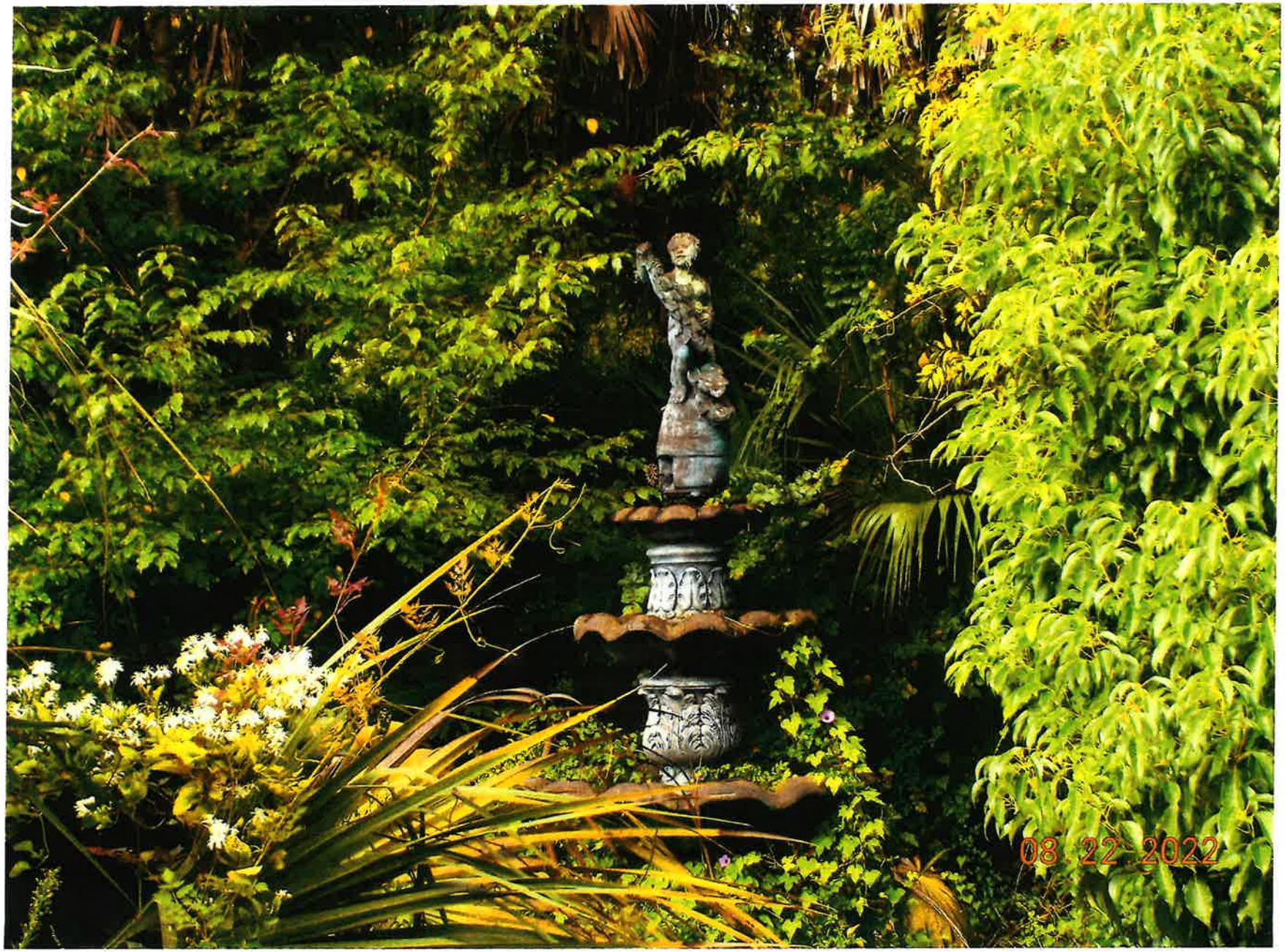
NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**



NUISANCE ABATEMENT **1111 SPRINGHILL AVENUE** **AGENDA PHOTO / DW**




08.22.2022

Affidavit of Mailed Notice

Date: August 30, 2022

State of Alabama
County of Mobile

Subject Property – 1111 Springhill Avenue

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3 parties** identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

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

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

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

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

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

I hereby state that the information above is true, to the best of my knowledge. I also 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: 1111 Springhill Ave. Date: January 11, 2022

FROM: Rhonda D. Lewis / Real Estate Dept.

TO: Business Services / Municipal Enforcement Division

Title Report effective date: December 3, 2021

Per the Title Report, the owner is: Benjamin E. Loper

NOTE: There are multiple structures located on this parcel with physical addresses of 1111 and 1107 Springhill Ave., and 1110 Oak Street.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Benjamin E. Loper P.O. Box 192 Coden, AL 36523-0192	Owner
2	Benjamin Earl Loper 15659 Dauphin Island Pkwy Coden, AL 36523-3469	Owner / Alternate Address Ph: 251-895-2359; 404-512-5462; 404-409-4721; 404-992-0723
3	Benjamin Earl Loper 1111 Spring Hill Ave. Mobile, AL 36604-2715	Owner / Subject Property

TAX STATUS: PAID

Parties with recorded liens per Title Report: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Council Member - Joel Daves - District 5

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

Amount of Contract:
N/A

Effective Date of Contract:
8/30/2022

Renewal Date of Contract:
8/30/2022

Funding Source

Project # 423 Mohawk Street - ME-019-22 **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/25/2022

REVIEWERS:

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

MUNICIPAL ENFORCEMENT DIVISION
August 22, 2022

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, August 30, 2022.**

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

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

GJ/DLW

RESOLUTION

Sponsored by: Councilmember Joel Daves – District 5

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **423 MOHAWK STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

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

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

Parcel Number: 29 09 29 1 004 018

Last Assessed to: TENEKIA & MARLON HILL

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

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

Adopted:

_____

City Clerk

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

423 MOHAWK STREET

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

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

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

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 2-21-22

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[X] 15. Yard is overgrown with weeds and/or covered with litter and debris.

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

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

July 8, 2022

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

Dear Tenekia & Marlon Hill:

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

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

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

Parcel Number: 29 09 29 1 004 018

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

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

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

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

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

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

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

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

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

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

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

☒ Repaired; or,
☒ Demolished

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

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

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

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

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

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

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.

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

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator


08 22 2022


08.22.2022


08 . 22 . 2022


08 . 22 . 2022


08 . 22 . 2022


08.22.2022


08 . 22 . 2022


08 . 22 . 2022

Affidavit of Mailed Notice

Date: August 30, 2022

State of Alabama
County of Mobile

Subject Property – 423 Mohawk Street

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

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

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

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

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

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

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

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

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

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

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 423 Mohawk Date: July 5, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 7/5/2022

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

SEND NOTICES of nuisance abatement proceedings to the following parties:

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

TAX STATUS: Current

Lis Pendens

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	0 cases
Council District 2	William Carroll	0 cases
Council District 3	C J Small	3 cases
Council District 4	Ben Reynolds	4 cases
Council District 5	Joel Daves	4 cases
Council District 6	Scott Jones	4 cases
Council District 7	Gina Gregory	5 cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1632

Effective Date of Contract:

8/30/2022

Funding Source

Project # Weed Lien Group 1632 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1632	Resolution Letter	8/25/2022
resolution	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date

Municipal Enforcement	Gauthier, Lana	Approved	8/25/2022 - 1:46 PM

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **August 25, 2022**

SUBJECT: WEED LIEN GROUP **1632**

Attached, please find Assessment Lists for Weed Lien Group Number **1632** 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): 8/30/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 10/4/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 9/1/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 9/15/2022

LEGAL NOTICE ADS: 9/21/2022-9/28/2022

POSTING DATE: 9/27/2022

Copy to: Marchetta Taite

	WEED LIEN	
	1632	Res. No.
8/30/2022	LOTS TO BE DECLARED	58-
10/4/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	505 Yazoo St	28217	20882		7	
2	557 Roslyn Dr W	28060	20883		7	
3	6208 Lampwood Ct	27265	20885		6	
4	3817 Lansdowne Cir W	27771	20886		4	
5	5375 U. S. Highway 90 W	28247	20887		4	
6	6504 Gaslight Ln S	9699	20889		6	
7	1162 Ginger Dr	27713	20890		4	
8	181 Sunset Dr E	10309	20891		5	
9	710 Louise Dr	280345	20892		5	
10	7138 11th St	28352	20893		7	
11	2853 Pleasant Valley Rd	28403	20894		4	
12	765 Kentucky St	27536	20895		3	
13	7103 10th St	18918	20896		7	
14	701 Montclair Way	28747	20897		5	
15	1057 Sutton Ave	28465	20898		3	
16	858 Charles St	28317	20899		3	
17	512 Maybrick Rd E	27884	20900		7	
18	1004 McNeil Ave	28607	20903		6	
19	951 McCay Ave	20226	20904		6	
20	4064 Sallie Ct	28719	20905		5	
				$ -		

District total for this group		Numbers of lots cut	
1	0	1	
2	0	2	
3	3	3	
4	4	4	
5	4	5	
6	4	6	
7	5	7	
	20		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Mary Parker 8/25/22
Marchetta Waite 8-25-22

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 **30th** day of **August**, **2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **20**, as described in the resolution adopted on the **30th** day of **August 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1632** 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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN - GIVING $250.00
COUNCILMEMBER BEN REYNOLDS - GIVING $250.00
TOTAL $500.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THEIR RODEO ROUNDUP PROJECT TO PROVIDE RESOURCES FOR LOCAL AND DEVELOPING SMALL BUSINESS ON AUGUST 30, 2022

Amount of Contract:

$500.00

Funding Source

Project # DSC-01 / 10041020-42080 & DSC-04 / 10041020-42080 **Discretionary Funds** DSC-01 & DSC-04

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/24/2022 - 2:31 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THEIR FOOTBALL PROGRAM OPERATION COSTS

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-01 / 10041020-42080	**Discretionary Funds** DSC-01
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - JOHN L. LEFLORE HIGH SCHOOL	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 1:01 PM

60- 2020

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$2,000.00** to John L. LeFlore High School, from his discretionary funds*; and

WHEREAS, *John L. LeFlore High 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 *John L. Leflore High School will be used to assist with their football program operation costs,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to John L. LeFlore High 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:8/30/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF THEIR 7TH ANNUAL COMMUNITY DAY (TENTS,M TABLES, CHAIRS AND A SPACEWALK)

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - AFRICAN TOWN COMMUNITY TEACH AND OUTREACH	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 12:32 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,000.00** to African Town Community Teach and Outreach, from his discretionary funds*; and

WHEREAS, *African Town Community Teach and Outreach,* 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 African Town Community Teach and Outreach*, will be used to assist with the cost of their 7th Annual Community Day (tents, tables, chairs and a spacewalk) to be held on Sunday. September 4, 2022*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to African Town Community Teach and Outreach, 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:8/30/2022

Submitted by:

RECECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF THEIR ANNUAL UNITY WALK WEEKEND (STAGE, TABLE, RENTAL, SECURITY AND FOOD)

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - KINGDOM COVENANT CONNECTIONS, INC.	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 12:38 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$1,000.00** to Kingdom Covenant Connections, Inc., from his discretionary funds*; and

WHEREAS, *Kingdom Covenant Connections, 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 *Kingdom Covenant Connections, Inc., will be used to assist with the cost of their Annual Unity Walk Weekend (stage, table, rental, security and food)*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Kingdom Covenant Connections, 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:8/30/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THEIR "2ND ANNUAL JAZZY BLUES" BY THE BAY BENEFITS TO SUPPORT THE DEARBORN YMCA PROGRAMS AND SERVICES TO BE HELD AUGUST 28, 2022 AT THE COOPER RIVERSIDE PARK

Amount of Contract:

$500.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTIONS - DEARBORN YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 12:45 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$500.00** to Dearborn Young Men's Christian Association, Inc., (Dearborn YMCA) from his discretionary funds*; and

WHEREAS, *Dearborn Young Men's Christian Association, 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 *Dearborn Young Men's Christian Association, Inc., will be used to help with their "2nd Annual Jazzy Blues" by the bay benefit concert to support the Dearborn YMCA programs and services to be held on August 28, 2022 at the Cooper Riverside Park*, 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 **$500.00** to Dearborn Young Men's Christian Association, 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:8/30/2022

Submitted by:

RECECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF DISTRIBUTING FOOD TO DISADVANTAGED FAMILIES DURING THANKSGIVING TIME

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE ALUMNI CHAPTER KAPPA ALPHA PSI, INC	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 1:42 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., from his discretionary funds*; and

WHEREAS, *Mobile Alumni Chapter Kappa Alpha Psi, 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 *Mobile Alumni Chapter Kappa Alpha, Inc., will be used to assist with the cost of distributing food to disadvantaged families during Thanksgiving time,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Mobile Alumni Chapter Kappa Alpha Psi, 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:8/30/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:

FUNS WILL BE USED TO SUPPORT THEIR 2022 ANNUAL COMMUNITY CAMPAIGN BY ASSISTING THE CITY OF MOBILE RESIDENTS WITH THEIR HEALTH AND HUMAN SERVICE NEEDS

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-03 / 10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE UNITED WAY OF SOUTHWEST ALABAMA, INC.	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 12:50 PM

60- 2021

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,000.00** to The United Way of Southwest Alabama, Inc., from his discretionary funds*; and

WHEREAS, *The United Way of Southwest Alabama, 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 United Way of Southwest Alabama, Inc., will be used to support their 2022 Annual Community Campaign by assisting the City of Mobile residents with their health and human service needs*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to The United Way of Southwest Alabama, 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:8/30/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BEN REYNOLDS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE COST OF THEIR ANNUAL FREE DENTAL DAY TO BE HELD ON OCTOBER 8, 2022

Amount of Contract:

$500.00

Funding Source

Project # DSC-02 / 10041020-42200	**Discretionary Funds** DSC-02
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - POSITIVE DENTAL IMPRESSIONS	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/25/2022 - 1:22 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate **$500.00** to Positive Dental Impressions, from his discretionary funds*; and

WHEREAS, *Positive Dental Impressions,* 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 Positive Dental Impressions*, will be used to assist with the cost of their 2nd Annual Free Dental Day to be held on October 8, 2022 to provide free dental service to the community*, 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 **$500.00** to Positive Dental Impressions, 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

August 17, 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:

- **JULY 2022 – MARIA MASON (Employee #10729) Administrative Services**

  Fiscal Officer II - Payroll Department

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Nick Amberger, P.E., City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, Williams Carroll, C. J. Small, Ben Reynolds, Joes Daves, Scott Jones, Gina Gregory

Purpose and Scope of Project:

To accept a contract with Southern Earth Sciences, Inc.

Amount of Contract:

$160,000.00

Funding Source

Project # RSF22 **Discretionary Funds**

Project String 2000200048030 **Contract Number:**3963

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Laboratory Testing	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/25/2022 - 12:34 PM
Capital	Rhodes, Brenda	Approved	8/25/2022 - 1:33 PM
Legal	Kern, Chris	Approved	8/25/2022 - 2:29 PM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:38 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 CIP City Wide Resurfacing; COM Project #2022-3005-02 (D1-7)

PROJECT #: RSF22 **DATE OF RECEIPT**_____

PROJECT DESCRIPTION: Laboratory Testing

CONTRACT AMOUNT: $160,000.00

VENDOR NAME: Southern Earth Sciences, Inc.

VENDOR NUMBER: 195545

DEPT #: 3005 **DEPT NAME:** Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: LaShey Williams **Date** 8/25/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J.Small, Ben Reynolds, Joel Daves, Scott Jones, & Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Southern Earth Sciences, Inc.

Project Name: 2022 CIP City Wide Resurfacing (D1-7) COM Project #2022-3005-02

Estimated Cost: $160,000.00

Adopted:

_____

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This contract, made and entered into this _____ day of _____, 2022, by and between the City of Mobile, Alabama, hereinafter called "CITY" a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the "CITY", and **Southern Earth Sciences, Inc.** hereinafter called the "LABORATORY", WITNESSETH:

That in consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this contract, or in any document or in construction operations where this contract applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

(a) **CITY** - City of Mobile, Alabama

(b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.

(c) **CONSULTANT** - An engineering company **(Sawgrass Consulting, LLC)** employed by the CITY to perform professional engineering services for the Project.

(d) **COUNCIL** - Mobile City Council

(e) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the LABORATORY, assigned to make engineering evaluations of soils and materials.

(f) **INSPECTOR** - An authorized representative of the CITY, assigned to make inspections of the PROJECT.

(g) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY, to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this Contract.

(h) **PROJECT** - The construction and/or improvement of any public sidewalk, street, bridge, and/or drainage facility included in the City of Mobile Improvement Project – **2022 CIP City Wide Resurfacing**

Project No. – **2022-3005-02**

(i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the Project.

(j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT **(Sawgrass Consulting, LLC)** to perform engineering services for the PROJECT.

(k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.

(l) **TEST** - A procedure necessary or appropriate according to approved LABORATORY testing practices, to determine whether or not the material being tested meets the Project Specifications.

(m) **SOIL MECHANICS TEST** – A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved LABORATORY testing practices to determine physical properties of soils for engineering evaluation purposes.

2. SCOPE OF THE WORK:

This Contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this contract.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

The LABORATORY shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed, educated, and qualified as to any duties assigned by, or the responsibility of, the LABORATORY. The parties agree that throughout the life of the contract that the LABORATORY shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the LABORATORY. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of LABORATORY 'S technical staff, inspectors, observers, engineers or agents, all acts by the LABORATORY, or LABORATORY 'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the LABORATORY. All engineering and testing services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile during the term of the Contract. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS (Prior to Start of Construction):

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The City will furnish blue prints of the plan-profile sheets when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the City Engineer and Consultant showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the

centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The Geotechnical and Materials Engineer shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one test for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In

general, one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUB-GRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500 foot intervals and at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500 foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness test which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE-COURSE - Each layer of Base Course material shall be sampled and tested for specified compaction at 500 foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For embankment and sub-grade the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts and bridges, and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit "B" attached, where applicable. For bridges, at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration test and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the Geotechnical and Materials Engineer and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the Geotechnical Engineer in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's Geotechnical and Materials Engineer shall evaluate the results of the Soil Borings and Soil Mechanics Tests; make engineering analysis pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analysis and engineering recommendations shall be performed in accordance with generally accepted engineering analysis, and recommendations will be

prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26.

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb or gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete specified. Cylinder test results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed one at seven days and two at 28 days from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28 day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the Project.

20. TEST CONCRETE AGGREGATE:

(a) 100 tons or less total requirements; conformity with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Total requirements more than 100 tons; same as (a) except paragraphs 5 & 9 shall be added. If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28 day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report test results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by manufacturer at the point of origin. If not feasible to test at origin it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall test all aggregate for Surface Treatment paving prior to use. In general one representative test shall be made for every 100 tons upon notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time to plant during operation and shall sign all load tickets. One extraction and gradation test and temperature measurement shall be performed for each

300 tons or fraction thereof for each day's run. A Marshall Density test shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200 foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline and at other locations directed by the PROJECT ENGINEER. The in place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

Any language to the contrary in this Agreement notwithstanding, all payments to the LABORATORY for services shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the LABORATORY for such work performed shall be compensated at the rates stated in the Fee Schedule which is incorporated into this Agreement as Exhibit B. In all instances where compensation amounts are based upon or associated with a percentage of completion

calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACT SERVICES

Construction Phase Services – A sum not to exceed **$151,000.00 (One Hundred and Fifty One Thousand Dollars and Zero Cents)** for all services completed by the LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month's labor's hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT CONTRACTOR through the completion of the construction of this PROJECT.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY's obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this Contract by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this Contract and all terms and conditions contained herein. Neither the City nor the LABORATORY shall assign or transfer their respective interest or obligation in this Contract without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

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

30. E-VERIFY:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

31. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

1) Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2) Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.

2) Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

1) Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

(d) Excess/Umbrella Liability Insurance

1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2) Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1) Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2) Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

3) Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4) Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5) Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, LABORATORY shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

32. ANTI-DISCRIMINATION:

LABORATORY shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities 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.

33. GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

34. INDEMNIFICATION:

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

STANDARD OF PERFORMANCE:

LABORATORY shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

SOUTHERN EARTH SCIENCES, INC.

By: William Lewis Copeland, Jr

Print: William Lewis Copeland, Jr

Its: President

Address: 6352 Piccadilly Square Drive
Mobile 36609

Telephone: 251 379 3901

STATE OF ALABAMA
CITY OF MOBILE

I, Penny Boulton, a Notary Public in and for said State and County, hereby certify that William Lewis Copeland, whose name as President of Southern Earth Sciences, Inc. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 23rd day of August, 2022.

Penny Boulton
NOTARY PUBLIC

PENNY L. BOULTON
My Commission Expires
June 7, 2026

My Commission Expires:

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the construction of the following project:

2022 CIP City Wide Resurfacing
PROJECT No. -2022-3005-02

Source of Funding: 2022 CIP

The estimated project construction cost is: $10,062,169.24

Construction Phase Services - Not to Exceed Amount - $151,000.00

Additional Services - Not to Exceed Amount - $9,000.00

The Total laboratory contract cost shall not exceed: $ 160,000.00

CITY DISTRICTS: Districts 1, 2, 3, 4, 5, 6 and 7

EXHIBIT 'B':

FEE SCHEDULE AND SUMMARY OF HOURLY RATES

SOUTHERN EARTH SCIENCES
Geotechnical | Environmental | Materials Testing

MOBILE OFFICE
5460 Rangeline Road
Mobile, AL 36619

Tel: (251) 344-7711
Fax: (251) 443-9000
www.soearth.com

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

I. FIELD INVESTIGATION

Soil Test Borings

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Soil Test Borings by ASTM D 1586 with Standard Penetration Test intervals of five feet in soil.

From surface to 50 feet	$ 14.00/L.F.
50 to 75 feet	$ 15.00/L.F.
75 to 100 feet	$ 16.00/L.F.
100 to 150 feet	$ 20.00/L.F.
From 150 feet	Special Quote
Standard Penetration Tests (SPT) in excess of one every five feet	$15.00/test
CASING	$6.00/L.F.
STANDPIPE PIEZOMETER (1 inch)	$ 15.00/L.F.
BOREHOLE GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
BOREHOLE GROUTING (bentonite pellet to cave in depth)	$50.00/each
SHELBY TUBE SAMPLES (ASTM587)	$75.00/each
SOIL BORINGS USING MANUAL EQUIPMENT	$3000.00/day

Other Charges

DIFFICULT MOVING OR ACCESS	$250.00/hour
TEST LOCATION SET-UP	$250.00/hour
STAND-BY	$250.00/hour
LODGING AND SUBSISTENCE (per crew member)	$200.00/day
EQUIPMENT RENTAL	Cost + 15%
DOUBLE RING INFILTROMETER TEST (ASTM D3385 – at existing grade)	$1,500.00/each
PLATE LOAD TEST (Modulus of Sub-Grade Reaction at existing grade)	$1,500.00/each
SUCONTRACT UTILITY LOCATION SERVICES	$1,500.00/ls
NQ ROCK CORING	Special Quote
MARINE SOIL TEST BORINGS (Pontoon or Jack-Up Barge)	Special Quote
INSTRUMENTATION INSTALLATION (piezometers, inclinometers, etc.)	Special Quote
SUBCONTRACT SERVICES	Cost + 15%

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

Cone Penetrometer Testing (CPT)

MOBILIZATION AND DEMOBILIZATION
$500.00 L.S. plus $5.00 /Mile over 100 miles (Portal to Portal)

Cone Penetrometer Soundings using truck-mounted equipment in accordance with ASTM D 5778. Soil Test Borings using track-mounted equipment in areas not accessible to truck rig, **add $1.00 to the rates below.**

CPTu SOUNDINGS per ASTM D5778	$10.00/L.F.
CPTs SOUNDINGS (Shear Wave Velocity measurement 5 ft intervals)	$20.00/L.F.
CASING	$7.00/L.F.
SET-UP PER LOCATION	$75.00/each
EXCESSIVE MOVING (track rig)	$450.00/hour
CPT DAY RATE	$4,000.00/day
CPT GROUTING (full depth bentonite/cement grout)	$7.00/L.F.
CPT GROUTING (bentonite pellet to cave in depth)	$50.00/each
STAND-BY (including dissipation testing)	$300.00/hour
REPORTING (CPT Log Drafting and Transmittal)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

II. CONSTRUCTION MATERIALS TESTING FIELD TECHNICIAN SERVICES

Typical field technician services include on-site soil density testing, concrete testing (cylinders, slump, and air content), site inspections, meetings, and specimen transportation. **Time spent in portal-to-portal travel in the interest of the job will be charged in addition to time spent on the jobsite. Roundtrip mileage will be charged at $0.080/mile.** There is a two (2) hour minimum charge.

STANDARD RATE	$65.00/hour
IBC SPECIAL INSPECTIONS (including ICC and AWS visual welding)	$90.00/hour
ASPHALT TESTING TECHNICIAN (at Lab)	$75.00/Hour
OVERTIME RATE	1.5 X Standard Rate

*Overtime rate applies for time exceeding eight (8) hours/day, or weekends and holidays.

III. CONSTRUCTION MATERIALS TESTING LABORATORY SERVICES

Review of test results by Engineer and Reporting (when not full-time monthly rate) will be billed at 10% of the costs below.

STANDARD PROCTOR DENSITY (ASTM D698/AASHTO T-99)		$125.00/each
MODIFIED PROCTOR DENSITY (ASTM D1557/AASHTO T180)		$150.00/each
Aggregate Bases	Add	$250.00/each
Heavy Clay Soils	Add	$250.00/each
SOIL/BASE CLASSIFICATION		$100.00/each
Aggregate Bases	Add	$75.00/each
CURING & TESTING CONCRETE CYLINDERS		$60.00/Set of 4
(SESI Made Samples)		$75.00/Set of 5
		$90.00/Set of 6

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

CURING & TESTING CONCRETE CYLINDERS (Contractor/Client Made Samples Delivered to Lab)	$50.00/each
SUBCONTRACT SERVICES	Cost + 15%

IV. PILE TESTING SERVICES

STATIC PILE LOAD TEST (Compression, Tension, Lateral) *Piling contractor to provide ram, jack, operator and reaction frame.	$2000.00 /each
HIGH STRAIN DYNAMIC TESTING (PDA)	
Data Acquisition	$2500.00/Per Visit
Reporting & CAPWAP Analysis	$400.00/each
LOW STRAIN PILE INTEGRITY TESTING (PIT)	
Data Acquisition (up to 10 piles)	$1,500.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Integrity Testing (TIP) of Auger-Cast Piles and Drilled Shafts	
Data Acquisition (for instrument and/or tech)	$1,200.00/day
Reporting & Analysis	$500.00 ls + $75.00/pile
Thermal Instrumented Wires (add 5 ft to length of pile)	$7.50/ft

V. LABORATORY SERVICES

ATTERBERG LIMITS (ASTM D 4318)	$75.00/each
MOISTURE CONTENT (ASTM D 2216)	$8.00/each
SPECIFIC GRAVITY (ASTM D 854)	$75.00/each
GRAIN SIZE ANALYSIS (Soils)	$45.00/each
HYDROMETER plus GRAIN SIZE ANALYSIS	$90.00/each
NO. 200 WASH	$30.00/each
AASHTO SOIL CLASSIFICATION TESTING	$100.00/each
ORGANIC CONTENT	$30.00/each
UNIT WEIGHT (Wet or Dry)	$20.00/each
UNDISTRUBED SAMPLE PREPARATION	$25.00/each
UNCONFINED COMPRESSION TESTS (ASTM D 2116)	
With Stress-Strain Curve	$75.00/each
With Compressive Strength only	$50.00/each
REMOLD SAMPLE (to testing add)	$25.00/each
DIRECT SHEAR TEST	Special Quote
SWELL TEST	$300.00/each
CONSOLIDATION TEST	$300.00/each
CALIFORNIA BEARING RATIO	$750.00/each
UNCONSOLIDATED UNDRAINED TRIAXIAL SHEAR (three point)	$200.00/each
PERMEABILITY	
Constant Head (Rigid Wall)	$75.00/each
Falling Head (Rigid Wall)	$95.00/each
Constant Head (Flexible Wall)	$325.00/each

SOUTHERN EARTH SCIENCES

SCHEDULE OF GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING FEES

Effective January 1, 2022

SPECIAL HANDLING HAZARDOUS WASTE SOIL SAMPLES	Special Quote
PERMEABILITY (HAZARDOUS PERMEANTS)	Special Quote

VI. ENGINEERING SERVICES

Charges will be made at the following rates for time spent by engineers/geologists in portal-to-portal travel, evaluation or analysis of field and laboratory data, report preparation, conferences, meeting and consultation as pertained to the practice of geotechnical engineering, environmental consultation or construction testing. Charges for technician, draftsman and secretarial time will be billed for services of administrative and/or technical personnel utilized in support of engineering and testing services. Rates include indirect general and administrative overhead costs and supplies.

STAFF ENGINEER	$100.00/hour
PROFESSIONAL ENGINEER	$125.00/hour
SENIOR PROFESSIONAL ENGINEER	$150.00/hour
PRINCIPAL ENGINEER	$175.00/hour
ENVIRONMENTAL TECHNICIAN	$90.00/hour
DRAFTSMAN (regular time)	$75.00/hour
SECRETARIAL SERVICES (regular time)	$60.00/hour

Above rates may be adjusted when working on long-term field inspection assignments. Direct Non-Salary expenses incurred, identifiable, and not applicable to general overhead will be billed at actual invoice cost plus 15% service charge. Automotive travel will be charged at a mileage rate of $0.575 per mile. Over eight hours per day, holidays, Saturday and Sunday work will be charged at the standard rates times 1.50.

SES SOUTHERN EARTH SCIENCES

EXHIBIT 'C':

E-VERIFY, INSURANCE & CERTIFICATIONS

SOUTEAR-02 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Rachel Hutto
PHONE (A/C, No, Ext): (334) 244-0004 FAX (A/C, No):
E-MAIL ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co.	16535
INSURER B : Acceptance Indemnity Insurance	20010
INSURER C : Great Midwest Ins	18694
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Southern Earth Sciences, Inc.
6352 Piccadilly Square Dr
Mobile, AL 36609

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 X Contractual Liab Inc X XCU Invluded GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO593900110	2/1/2022	2/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EBL AGGREGATE	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP593900210	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	EMM0000696 01	2/1/2022	2/1/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC593900010	2/1/2022	2/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liabili			AE-GM-0000201-01	2/1/2022	2/1/2023	Per Claim	3,000,000
C	Pollution Incident			AE-GM-0000201-01	2/1/2022	2/1/2023	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 2022 CIP City Wide Resurfacing, Project No. 2022-3005-02

City of Mobile is named as additional insured on a primary and noncontributory basis as respects General Liability, Auto Liability, and Umbrella Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability where required by written contract. 30 days written notice of cancellation applies where required by written contract

CERTIFICATE HOLDER
City of Mobile
205 Government Street
Mobile, AL 36644-1300

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
David J Durden

ACORD 25 (2016/03)

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EXHIBIT 'D':

SUBCONTRACTING PLAN AND DBE UTILIZATION REPORT

OR

REQUEST OF WAIVER OF DBE GOAL

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-02 Current Date 8 /18 /22

Project Description 2022 CIP City Wide Resurfacing

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a Geotechnical Engineering contract for a materials testing technician to be at the asphalt suppliers' lab during production and the opportunity to utilize a subconsultant really does not exist.

Contract Not to Exceed $160,000.00

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 8/18/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Reviewed By (Office of Supplier Diversity)

(Signature) **(Title)** **(Date)**

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Donna G. Bryars, Revenue Director

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize a tax revenue enhancement agreement with AVENU Insights & Analytics LLC for collections of sales/use tax and delinquent license revenue

Amount of Contract:

30% of revenue collections

Effective Date of Contract:

8/30/2022

Funding Source

Project # Tax Revenue Enhancement Agreement Sales/Use Tax Discovery/Recovery Administration

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 agreement with AVENU Insights & Analytics LLC	Resolution Letter	8/17/2022
Tax Revenue Enhancement Agreement Sales/Use Tax Discovery/Recovery Administration	Backup Material	8/17/2022

REVIEWERS:

Department Reviewer	Action	Date

Revenue	Bryars, Donna	Approved	8/24/2022 - 10:41 AM
Budget	Holt, Robert	Approved	8/24/2022 - 2:29 PM
Mayors Office	Barber, James	Approved	8/25/2022 - 3:15 PM

2022

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS the City of Mobile desires to enter an agreement with AVENU Insights & Analytics LLC, to help the City identify and collect sales/use tax and delinquent license revenue, with fees paid on a percentage of funds collected; and,

WHEREAS, the City Council of the City of Mobile finds and determines that said Agreement and expenditure serves a public purpose;

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, the attached Tax Revenue Enhancement Agreement Sales/Use Tax Discovery/Recovery Administration between the City of Mobile and AVENU Insights & Analytics, LLC, or one worded substantially the same, for the identification and collection of sales/use tax and delinquent license revenue, and to take all actions necessary to effectuate said Agreement, 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.

Adopted:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D017\P005\00109912.doc

Tax Revenue Enhancement Agreement
Sales/Use Tax Discovery/Recovery Administration

This agreement made by and between AVENU Insights & Analytics, LLC and City of Mobile, an Alabama CITY ("CITY").

A. Discovery/Recovery Services

1. Discovery/Recovery Services include:
   i. Analysis of two or more municipal lists. These lists could include: current sales tax data, property tax lists and telephone directories at least once a year.
   ii. Properties/entities that are not in one or all of the databases are presumed unregistered.
   iii. AVENU will generate a letter requiring payment, proof of payment, or documented response for all properties/entities presumed unregistered. If no response, AVENU may mail additional letters and contact the property/entity via phone call before proceeding with additional collection procedures.

2. Taxpayer Remittance: Taxpayers will remit payments to City of Mobile, P.O. Box 830725, Birmingham, AL 35283-0725. Upon reasonable notice to CITY, AVENU may change the P.O. Box for City of Mobile payments. CITY will be responsible for renewals. AVENU will provide a list to CITY.

3. Deposit Process: Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the CITY for each type of tax collected, as shown in more detail on **Exhibit A**.

4. Posting Process: Taxpayer accounts are posted with payment information captured in the AVENU revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change, and address change is captured and added to payment data and taxpayer master file (as determined necessary by AVENU). Late payments (postmarked by U.S. Postal Service after due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to **Exhibit A**: CITY shall notify AVENU in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended **Exhibit A** shall be prepared and executed by the Parties as soon as reasonably possible. In addition, AVENU shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the CITY, then the CITY shall immediately notify AVENU and, thereafter, AVENU shall take the steps necessary to insure, designated recipients receive the amounts intended by CITY.

6. Notification, Reporting to CITY: AVENU will provide CITY with timely reports including, but not limited to, payment listings showing all monies received, a detail and summary reconciliation report that corresponds to CITY'S account numbers and all fees paid to AVENU.

B. General Provisions

1. Taxpayer service: AVENU will provide a taxpayer assistance number for taxpayer questions.

2. AVENU, in collecting any fee, tax, interest, court cost, or penalty shall have no authority to determine the amount of fee, tax, interest, court cost, or penalty owed the state, county, or municipal governing authority.

3. Consideration for Discovery/Recovery Services:
   i. AVENU Fee for Discovery/Recovery Services: AVENU will receive thirty percent (30%) of discovery/recovery revenue collected by AVENU.
   ii. AVENU fee for copies of forms: AVENU will receive an amount equal to $3.00 per form mailed or faxed to the CITY per the request of the CITY. AVENU will provide at no additional cost a detailed payment listing that includes taxpayer name, address, schedule number, and remittance information.
   iii. AVENU fee for Direct Payments: AVENU will receive thirty percent (30%) of discovery/recovery revenue received and deposited by the City, which is a result of AVENU collection efforts.

4. Audit Services:

   i. AVENU Audit Services: Audit Services include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit.

   ii. AVENU Fee: AVENU will receive an amount based on an hourly rate of seventy-three dollars ($73.00) for audit services, without any contingent fees whatsoever. The fees associated with the auditing portion of this contract will increase by 3% each anniversary year of the effective date.

      1. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);

      2. Shared Audit Fees: When audits for CITY overlap with audits for other AVENU clients or clients of AVENU Affiliates, the fees will be shared as follows:

         a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.

         b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;

            i. Audit Time: time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;

            ii. No Double Billing: In no event will the overlapping audits combined require payment for more than 100% for any one AVENU representative.

5. Company Audit: Once a year AVENU will have an independent auditor prepare an SSAE 16, SOC 1, Type II Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report will be made available upon request.

6. Effective Date: The effective date for the performance of services under the terms of this agreement shall commence **June 1,2022**.

7. Term of the Agreement: This Agreement shall be for a term of one (1) year following the date of execution. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing ninety (90) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial ninety (90) day notice.

8. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay AVENU for services performed through the effective date of termination for which AVENU has not been previously paid. In addition, because the services performed by AVENU prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to AVENU'S fee, the CITY shall remain obligated after termination or non-renewal to provide to AVENU such information as is necessary for AVENU to calculate compensation due as a result of the receipt of revenue by the CITY. The CITY shall remain obligated to pay AVENU'S invoices therefore in accordance with the terms of this Agreement.

9. Indemnity: To the fullest extent allowed by law, AVENU hereby agrees to indemnify and hold CITY harmless from any claims and against all costs, expenses, damages, claims and liabilities based upon or arising out of negligence, wrongful actions or breach of this Agreement by AVENU. Except as set forth in the preceding sentence, to the full extent allowed by law, CITY hereby agrees to indemnify and hold AVENU harmless from any claims and against all costs, expenses, damages, and liabilities relating to negligence of the City with respect to its collection of sales, use and other taxes , including, but not limited to, determination of taxes due from taxpayers, the collection thereof, the Deposit Process, Section A (3), above, and any refunding related thereto.

10. Limitation of Liability: AVENU, its employees, contractors, directors, affiliates and/ or agents shall not be liable for any special, incidental or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits whether liability is asserted in contract or tort. In addition, AVENU's total liability hereunder, including reasonable attorney's fees and costs, shall in no even exceed an amount equal to $400,000.00. Nothing in this Agreement shall be deemed to constitute, either as to AVENU or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statute and case law otherwise available to the City.

11. Draft Prepared by AVENU: Any ambiguity in this Agreement, except those changes to the AVENU draft by the City, shall be construed against AVENU as the Party that drafted the ambiguous language.

12. Assignment: This Agreement shall be binding upon and inure to the benefit of the Parties, their successors; representatives and assigns. AVENU shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, AVENU may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which AVENU has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of AVENU; or any corporation or entity which acquires all or substantially all of the assets of AVENU. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

13. Force Majeure: AVENU shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

14. Subcontractors: AVENU shall have the right to hire assistants as subcontractors or to use employees to provide the Services required by this Agreement. AVENU, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. AVENU shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

15. Intellectual Property Rights: To the extent AVENU creates any Work Product (as defined herein) in the course of its services under this Agreement, Work Product shall be and remain the property of the City. "Work Product" shall mean all materials, data, writings (including excel, power point, emails, letters, etc.) documentation, data compilations, presentations, reports, and other materials produced in connection with AVENU's performance under this Agreement, including, without limitation, intellectual property rights therein. AVENU agrees that to the full extent permitted under applicable law, all Work Product shall constitute "works made for hire" (as such term is defined in 17 USC Section 101) for the City. AVENU shall have no right to retain any Work Product following the termination of the Agreement.
16. Insurance- AVENU shall retain and maintain continually in full force and effect during the term of this agreement general liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence, and professional liability insurance in the amount of Five Million Dollars ($5,000,000) with an insurance company authorized to do business in the State of Alabama, having an A.M. Best Rating of A or higher, to cover any claim against AVENU arising under the terms of this agreement, with a provision of thirty (30) days' notice to be provided to the City prior to cancellation, termination or revocation of such insurance, and with the City as an additional insured. AVENU shall provide the City with certificates of insurance or copies of policies for any insurance required under this agreement.

17. Confidentiality of Tax Information – AVENU shall not print, publish or divulge to any unauthorized party any information or data in any form or format supplied by the City or secured under the terms of this Agreement and shall act in compliance with all current and future federal, state and local laws and regulations concerning confidentiality of tax information, including, but not limited to, the Taxpayer's Bill of Rights. It is incumbent upon

AVENU to insure all of its principals, officials, and employees comply with the confidentiality provisions required herein.

18. No Third Party Beneficiaries- This Agreement is not intended to confer any benefits to any person, corporation or entity that is not a party to this Agreement.

19. Non Discrimination – AVENU shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 13-034 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.

20. Immigration Law Compliance- By signing this contract, the contracting parties affirm, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.

21. Anti-Boycotting- AVENU agrees and represents 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.

22. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written Agreement signed by both parties hereto.

23. Invalidity: If 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 provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto as of the date first above written have duly executed this Agreement.

Avenu Insights & Analytics, LLC	**City of Mobile**
By: Carl Kumpf	By: _____
Name: Carl Kumpf	Name: _____
Title: CFO	Title: _____
Date: 7/13/2022	Date: _____

EXHIBIT A

DISTRIBUTION, RATE CONFIRMATION and SCHEDULE OF FEES

July 12, 2022

Donna Bryars
Revenue Director
City of Mobile
PO Box 1827
Mobile, AL 36633

Dear Ms. Bryars:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type/Rate Code
Mobile			100%	Sales/Use Tax Discovery/Recovery

If at any time there are any discrepancies between the schedule set out above and your Municipality's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

AVENU Insights & Analytics, LLC
600 Beacon Parkway West, Suite 900
Birmingham AL 35209
ATT: Client Relations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Sincerely Yours,
Lis Feliciano
Client Relations Manager
AVENU
213.246.2445 direct dial
205-423-4097 direct fax

I have reviewed the above distribution and verify that it is correct.

	City of Mobile	**AVENU Insights & Analytics, LLC**
By:	_____	_____
	Name:	Name: Carl Kumpf
	_____	CEO
	Title:	Title:

Please delete this line, insert necessary information and print on Jurisdiction letterhead.

[date]

RE: Letter of Introduction

Dear Business Owner/ Manager:

The City of Mobile AL has contracted with AVENU (Revenue Discovery Systems) to perform collection services for sales/use tax taxes on the City's behalf. AVENU helps the City ensure that all businesses pay their fair share of sales/use tax.

AVENU, as the City's authorized representative, is bound by the same confidentiality as the City's own employees. Any information provided to AVENU will be used solely for the purpose(s) of this collection contract.

We ask that you extend your full cooperation to AVENU, and we thank you in advance for doing so. If you have any questions, please contact AVENU directly at 855-219-4336, or by email at dresupport@avenuinsights.com.

Your cooperation is greatly appreciated during this process.

Sincerely,

_____ Date: _____

Donna Bryars
Revenue Director
City of Mobile

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Global Industrial Equipment for 4 evaporating cooling fans for the municipal garage.

General fund.

Amount of Contract:

$19,248.40

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

ATTACHMENTS:

Description	Type	Upload Date
20220824 Global Agenda Package POs	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:40 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
11852	2022	(2050) FLEET MANAGEMENT-GARAGE	4 EVAPORATIVE COOLING FANS FOR MUNICIPAL GARAGE (SEALLED BID 5716)	$19,248.40	(273315) GLOBAL INDUSTRIAL EQUIPMENT

Adopted:

_____
City Clerk

Bill To	Requisition 00011852-00 FY 2022
MUNICIPAL GARAGE	PO 22013299
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

Vendor	Ship To
GLOBAL INDUSTRIAL EQUIPMENT	MUNICIPAL GARAGE
2505 MILL CENTER PKWY	770 GAYLE STREET
SUITE 100	
	MOBILE, AL 36604
BUFORD, GA 30518	IRBY@CITYOFMOBILE.ORG
	Delivery Reference
Tel#770-822-5600	DORIS IRBY
Fax 770-962-3777	
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	273315				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID #5716 AND QUOTE BY WILLIAM H. ROSE III.			
001	FAN EVAPORATIVE COOLING 8 SPEED 110V 85 GALLON TANK POWER BREEEZER FAN PB10-MAX-1B	4.00 EACH	4812.10000	19248.40
	Additional Description Notes			
	QUOTING: PORTACOOL PB10-MAX-1B.			
	Vendor Item			
	Inventory Item/Loc 18111			
1	1000.40.20.2070.2050.2070.0000.0000.45050.			19248.40
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	DORIS IRBY			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 19248.40

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

Bill To	Requisition 00011852-00 FY 2022
MUNICIPAL GARAGE	PO 22013299
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45050.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

Vendor	Ship To
GLOBAL INDUSTRIAL EQUIPMENT	MUNICIPAL GARAGE
2505 MILL CENTER PKWY	770 GAYLE STREET
SUITE 100	
	MOBILE, AL 36604
BUFORD, GA 30518	IRBY@CITYOFMOBILE.ORG
Tel#770-822-5600	Delivery Reference
Fax 770-962-3777	DORIS IRBY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	273315				FLEET MANAGEMENT-GARAGE

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45050.		19248.40	77873.36
FLEET MANAGEMENT EXP	REPAIR PARTS		

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation changed
Approved	06/30/22	KINA ANDREWS	
Approved	06/30/22	JAMES DELAPP	Auto approved by: 910515803
Approved	08/24/22	KINA ANDREWS	Auto approved by: 910518527
Approved	08/24/22	JAMES DELAPP	
Approved	08/24/22	MARC VASSALLO	Auto approved by: 910518527
Approved	08/24/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/24/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/24/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/24/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/24/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

	REQ# 11852						
BID # 5716 POWER BREEZER FAN 19/AUG/2022		GLOBAL EQUIPMENT CO. (GLOBAL INC)	GULF COAST MARINE SUPPLY	TECHNOLOGY INTERNATIONAL INC	UNIFIRE INC	WW GRAINGER	
PORTABLE AIR CIRCULATION MISTING FAN TITAN MAX PB10-MAX-1B		$4812.10	$5890.00	$6100.00	$5128.40	$5000.00 +$139.00 FREIGHT	STATED WILL ONLY HOLD PRICES UNTIL 31 DEC 2022
4 EACH							
STATED PRICES TO BE HELD FIRM UNTIL 6 MONTHS FROM DATE OF AWARD							

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/05/2022	5716	Municipal Garage	770 Gayle St, Mobile, AL 36604

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM., Friday, August 19, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
4 each	**POWER BREEZER FAN** The City of Mobile requests bids for a Portable Air circulator Misting Fan Power Breezer Titan Max PB10-Max-1B or equal Make: _____ Model_____ Oscillation, includes intergrated water container of 85 gallons, 10" locking wheels and 7" casters, 2 year warranty, wind range up to 100 ft, variable atomized cooling control, 1 HP motor, must be OSHA Complaiant, ERL Certified, MIL-STD 810G Certified, up to 65,600 BTU/h, 29.64" WIDE, 45.38" DEPTH 110v or 220v					
	TOTAL					

Prices quoted on this bid are to be held firm for a period of six (6) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for five (5) more six (6) month periods.

The price quoted is to be a delivered price F.O.B. Mobile.

Sign and return this bid

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

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

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

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

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

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

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

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

Pricing to be good for a six (6) month period following the award of this bid. At the option of the City of Mobile and the successful vendor(s), the award of this bid may be extended for five (5) more six(6) month periods.

All prices quoted are to be delivered prices F.O.B Mobile
If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS

				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Varsity Brands Holding Company Inc for football and soccer goal posts.

CIP.

Amount of Contract:

$18,132.36

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

ATTACHMENTS:

Description	Type	Upload Date
20220824 Varsity Agenda Package POs	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:41 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
12684, 12689	2022	(2012) PARKS MAINTENANCE	FOOTBALL GOAL POSTS FOR DOG RIVER/CRAWFORD PARKS, SOCCER GOALS FOR PARKS (SEALED BID 5713)	$18,132.36	(20087) VARSITY BRANDS HOLDING COMPANY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5713			
001	SET OF FOOTBALL GOAL	1.00	5489.36000	5489.36
	POST//CRAWFORD PARK	EACH		
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0714 .OPERSUPPLS. .			5489.36
	Ship To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
	Delivery Reference			
	CATHY HANKINS			
	Deliver To			
	LANGAN PARK DELIVERIES TO SAGE			
	48 N. SAGE AVE.			
	MOBILE, AL 36607			
002	ALUMAGOAL; SGA400	2.00	3256.00000	6512.00
		EACH		
	1 2000.80.00.0000.0000.0000.0000.0000.44020.			

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	E C0714 .OPERSUPPLS. .			6512.00

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607

003	WHEEL KIT FOR ALUMAGOAL, SCGWHLXX	2.00 EACH	321.28000	642.56
1	2000.80.00.0000.0000.0000.0000.0000.44020.			
	E C0714 .OPERSUPPLS. .			642.56

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			

Requisition Link

Requisition Total 12643.92

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

Account			Amount	Remaining Budget
E C0714	.OPERSUPPLS.	.	12643.92	7377.68

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	12643.92	77873.36

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	SANDRA LEWIS	GL Allocation, GL Allocation,
Approved	07/15/22	DANIEL OTTO	
Approved	08/24/22	DANIEL OTTO	
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/24/22	BRENDA RHODES	
Approved	08/24/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/24/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/24/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	08/24/22	DONALD ROSE	Auto approved by: 910518227
Approved	08/24/22	SANDRA LEWIS	
Approved	08/24/22	JOHN PAINE	Auto approved by: 910518227
Approved	08/24/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Bill To	Requisition 00012684-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012689-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VARSITY BRANDS HOLDING COMPANY INC	LANGAN PARK DELIVERIES TO SAGE
BSN SPORTS LLC	48 N. SAGE AVE.
PO BOX 7726	
	MOBILE, AL 36607
DALLAS, TX 75209-0726	HANKINSC@CITYOFMOBILE.ORG
Tel#800-227-7404	Delivery Reference
Fax 972-884-7270	CATHY HANKINS
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607
	Delivery Reference
	CATHY HANKINS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5713			
001	1 SET FOOTBALL GOAL POST//DOG RIVER,	1.00 EACH	5489.36000	5489.36
	1 2000.80.00.0000.0000.0000.0000.0000.44020. E C0737 .OPERSUPPLS. .			5489.36

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.
MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Requisition Link

Requisition Total 5489.36

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

Bill To	Requisition 00012689-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
VARSITY BRANDS HOLDING COMPANY INC
BSN SPORTS LLC
PO BOX 7726

DALLAS, TX 75209-0726

Tel#800-227-7404
Fax 972-884-7270

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607
HANKINSC@CITYOFMOBILE.ORG

Delivery Reference
CATHY HANKINS

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607
Delivery Reference
CATHY HANKINS

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/15/22	020087				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0737 .OPERSUPPLS. .		5489.36	8190.52

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.44020.	5489.36	77873.36

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	SANDRA LEWIS	Requisition item removed chang
Approved	07/15/22	BRENDA RHODES	
Approved	07/15/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/15/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/23/22	BRENDA RHODES	
Approved	08/23/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/23/22	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/23/22	SANDRA LEWIS	
Approved	08/24/22	DONNA MICHELE STANLEY	Auto approved by: 910518227
Approved	08/24/22	DONALD ROSE	Auto approved by: 910518227
Approved	08/24/22	SANDRA LEWIS	
Approved	08/24/22	JOHN PAINE	Auto approved by: 910518227
Approved	08/24/22	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5713

RECREATIONAL ITEMS

VENDORS		BSN SPORTS LLC	PYRAMID SCHOOL PRODUCTS	BLISS PRODUCTS AND SERVICES, INC.	STRUTHERS RECREATION, LLC	GIFFEN RECREATION INC
Line	Items					
1	4" Classic Alumagoal 8' x 24' white, #SGA 400	$ 3,256.00	$ 3,868.99	$ 4,183.50	$ 5,678.00	$ 5,166.00
2	Soccer Goal Transport Wheels Set of 2 #SCGWHLXX	$ 321.28	$ 199.99	$ 209.00	$ 258.00	$ 219.00
3	High School Football Goalposts Set of 2 20' Yellow with Ground Sleeves	$ 5,489.36	$ 5,389.99	$ 6,179.00	$ 6,758.00	$ 10,324.00
	TOTAL OF BID	$ 9,066.64	$ 9,458.97	$ 10,571.50	$ 12,694.00	$ 15,709.00

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/29/2022	5713	Parks Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:00 PM, Friday, August 19, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	RECREATIONAL ITEMS					
Qty 1 - 5	4" Classic Alumagoal 8' x 24' White, #SGA 400 Official size 8'H x 24'W x 3'D x 9'B. Meets NCAA, NFSHSA, and FIFA specs. Front Face is 4" round, powder coated custom aluminum extrusion for superior strength. Backstays are 2" round galvanized steel. Built-in net clip track with clips. Must include 4mm white nets and ground anchors. Make _____ Model _____					
Qty 1 - 5	Soccer Goal Transport Wheels (set of 2) #SCGWHLXX. Make _____ Model _____					
Qty 1 - 5	High School Football Goalposts (set of 2) 20' Yellow with Ground Sleeves. Meets NFSHSA specifications with 23' 4" Crossbar. 4 ½" OD main gooseneck with 5' offset with 4 1/2" OD Crossbar 2 3/8" OD uprights with 20' height. Make _____ Model _____					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

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

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

All items must meet requirements as per the attached specifications.

Literature and Specifications are required with bid.

Quote delivered pricing FOB.

All Items are to be compatible with existing equipment in use by the City of 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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		Page 3 of 3					
		State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
		See reverse side of page 1 of Bid for instructions and conditions.					
		If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.					
		VENDOR MUST HAVE CONTACT INFORMATION WITH THIS BID.					
		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.

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:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel for the Wave Transit.

Amount of Contract:

Total of all is $86,856.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220825 Agenda Package Wave Fuel POs	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:41 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, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
14256	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$28,952.00	(279229) PETROLEUM TRADERS CORPORATION
14257	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$28,952.00	(279229) PETROLEUM TRADERS CORPORATION
14258	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$28,952.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00014256-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.85000	28952.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28952.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014256-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 CGULLETT@CITYOFMOBILE.ORG Delivery Reference CHANEL GULLETT Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 28952.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28952.00	

WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation, GL Allocation,
Approved	08/23/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/23/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/23/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/23/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/23/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Bill To	Requisition 00014256-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014257-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.85000	28952.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28952.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014257-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 28952.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28952.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation changed
Approved	08/23/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/23/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/23/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/23/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/23/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Bill To	Requisition 00014257-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00014258-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7520.00 GALLON	3.85000	28952.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			28952.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7520.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			.00

Bill To	Requisition 00014258-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
CHANEL GULLETT

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 28952.00

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	28952.00	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	08/23/22	JAMES NEESE JR	GL Allocation changed
Approved	08/23/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	08/23/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/23/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/23/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/23/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Bill To	Requisition 00014258-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	WAVE TRANSIT
7120 POINTE INVERNESS WAY	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
FORT WAYNE, IN 46804	CGULLETT@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	CHANEL GULLETT
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/22/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any 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."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

.

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Traliant Holdings Inc for Code of Conduct online training services for City employees.

General fund.

Amount of Contract:

$29,366.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220825 Traliant Agenda Package POs	Cover Memo	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:41 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
14363	2022	(0535) OFFICE OF PROF RESPONSIBILITY	CODE OF CONDUCT ONLINE TRAINING SERVICES FOR CITY EMPLOYEES (PROFESSIONAL SERVICE)	$29,366.00	(297983) TRALIANT HOLDINGS INC

Adopted:

_____
City Clerk

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 1

Vendor
TRALIANT HOLDINGS INC
1600 ROSECRANS AVE
4TH FL MEDIA CENTER

MANHATTAN BEACH, CA 90266

Tel#323-925-4097

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602
zirlottk@cityofmobile.org

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
001	Implementation Services - one time fee as per your quote. To include: (i)the importing of employee data; (ii)importing a company logo; (iii)attachment of policy and/or link to policy (where applicable); (iv)customize certificate with client's logo and client-supplied signature; (v)HRIS Integration (vi)Single Sign-On (SSO) Integration (vii)SMS Text Message Integration; and (viii)customization of assignment and reminder messages, including calendar integration.	1.00 EACH	2595.00000	2595.00
1	1000.10.90.9000.9000.9000.0000.0000.42200.			2595.00

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TRALIANT HOLDINGS INC	OFFICE OF PROF. RESPONSIBILITY
1600 ROSECRANS AVE	200 GOVERNMENT ST ATTN: KIM
4TH FL MEDIA CENTER	2ND FLOOR (OPR)
	MOBILE, AL 36602
MANHATTAN BEACH, CA 90266	zirlottk@cityofmobile.org
Tel#323-925-4097	
	Deliver To
	OFFICE OF PROF. RESPONSIBILITY
	200 GOVERNMENT ST ATTN: KIM
	2ND FLOOR (OPR)
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
002	Level 1 Customization - as per your quote, to include: (i)replace CEO introduction video with a customer supplied video (ii)edits of Viewer Twitter and Email (FAQ) questions (iii)modify acknowledgement text (iv)Add or remove episodes (v)Map Customer's Code of Conduct to course Table of Contents (vi)Delivery timeframe is 30 to 45 days from receipt of deliverables.	1.00 EACH	1295.00000	1295.00
	1 1000.10.90.9000.9000.9000.0000.0000.42200.			1295.00
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			
003	One year training license - as per	2200.00	11.58000	25476.00

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 3

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
	your quote. To include: (i) Access to Traliant's proprietary online training course(s) ("Programs"): Preventing Discrimination & Harassment, Code of Conduct Essentials, Preventing Discrimination & Harassment - Industrial/Manufacturing, which includes Traliant's proprietary software and content. The online Programs shall be made accessible to Customer via Traliant's Internet website located at lms. traliant.com. Access to Programs shall be provided via Traliant's third party hosting provider, Amazon Web Services (AWS). (ii) A limited, non-exclusive, non-transferable right to perform, display, and use Programs solely for Customer's own internal employee training purposes. Each licensed employee in Traliant's training-management system shall be allowed unlimited access to Programs within the Term of the Agreement included with your quote. (iii) Upon changes made to applicable state and/or federal training requirements pertaining to the Programs, Traliant shall	EACH		

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 4

Vendor
TRALIANT HOLDINGS INC
1600 ROSECRANS AVE
4TH FL MEDIA CENTER

MANHATTAN BEACH, CA 90266

Tel#323-925-4097

Ship To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602
zirlottk@cityofmobile.org

Deliver To
OFFICE OF PROF. RESPONSIBILITY
200 GOVERNMENT ST ATTN: KIM
2ND FLOOR (OPR)
MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price
	update the applicable Programs' content to accommodate those changes in the law affecting Programs' content; and, (iv) Traliant shall provide Customer reasonable access, either online or by telephone, to Traliant's customer support			
1	1000.10.90.9000.9000.9000.0000.0000.42200.			25476.00
	Ship To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602			

Requisition Link

Requisition Total 29366.00

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42200.	29366.00	842279.41
CITY HALL OVERHEAD EXP	PROFESSIONAL & TECHNICAL	

Bill To	Requisition 00014363-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.42200. Review: Buyer: Status: Released Page 5

Vendor	Ship To
TRALIANT HOLDINGS INC 1600 ROSECRANS AVE 4TH FL MEDIA CENTER MANHATTAN BEACH, CA 90266 Tel#323-925-4097	OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602 zirlottk@cityofmobile.org
	Deliver To OFFICE OF PROF. RESPONSIBILITY 200 GOVERNMENT ST ATTN: KIM 2ND FLOOR (OPR) MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/25/22	297983				OFFICE OF PROF. RESPONSIBIL

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Queued	08/25/22	SCOTT PROVINCE	Auto approved by: 910514396
Queued	08/25/22	REBECCA CHRISTIAN	Auto approved by: 910514396
Queued	08/25/22	LONA WHITLOCK	Auto approved by: 910514396
Pending		DONNA MICHELE STANLEY	Auto approved by: 910514396
Pending		DONALD ROSE	Auto approved by: 910514396
Pending		SANDRA LEWIS	Auto approved by: 910514396
Pending		JOHN PAINE	Auto approved by: 910514396
Pending		MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Nick Amberger, Jennifer Greene, & Rebecca Christian

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds, Joel Daves, Scott Jones, Gina Gregory

Purpose and Scope of Project:

curb and gutter, inlets, and sidewalks and bike infrastructure

Amount of Contract:

$1,500,000.00

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

ATTACHMENTS:

Description	Type	Upload Date
street redevelopment	Cover Memo	8/22/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/22/2022 - 2:15 PM
Accounting	Daniels, Bettye	Approved	8/23/2022 - 11:53 AM
Legal	Kern, Chris	Approved	8/23/2022 - 4:43 PM
Legal	Kern, Chris	Approved	8/23/2022 - 4:43 PM
Mayors Office	Barber, James	Approved	8/25/2022 - 2:44 PM

August 22, 2022

Dear Councilmembers:

The attached resolution and supporting information appropriates funds from the Rebuild Alabama Special Revenue Fund (Fund 4055) to Phase III and IV of the Broad Street Redevelopment project. Phase III includes improvements on Broad Street from the traffic circle at Canal Street to Baltimore Street and Phase IV includes improvements on Dr. Martin Luther King Avenue from Beauregard to the intersection of the Three Mile Creek Greenway Trail. The scope of this project includes curb and gutter, inlets, and sidewalks and bike infrastructure.

The reconstruction of the streetscape and roadway will be a significant improvement in traffic flow, aesthetics, and safety for pedestrian and cyclists along this corridor for the City of Mobile. Comprehensively, this project correlates with broader objectives for redeveloping the Broad Street corridor (e.g. Tiger Grant project) and fostering additional business development and economic revitalization opportunities within the corridor and the surrounding area. At the terminus of this project section, the improvements will connect seamlessly to the Three Mile Creek Greenway Trail improvements for further pedestrian and cycling opportunities along the corridor.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

Nick Amberger, P.E.
City Engineer
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $1,500,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New	TIGER/Dr. MLK Jr Ave./Broad St.	$1,500,000.00

ADOPTED:

_____

CITY CLERK

FY 2023 City Transportation Plan

City of Mobile, AL

Date Approved by the Council of the City of Mobile, AL: August ___, 2022

Date Amended by the Council of the City of Mobile, AL: (If Applicable)

Map Index	Project No.	Road Name/Number	Begin		End		Project Details				Total Project Estimated Cost	Estimated Amount Planned To Be Utilized Under Competitive Bid	Estimated Amount Planned To Be Utilized Under Public Works	Amount Expended exempt from Competitive and/ or Public Works Contracts	City Rebuild Alabama Funds	CRAF Amount
			Lat.	Long.	Lat.	Long.	Road Improvement Project	Bridge Improvement Project	Project Length (miles)	Description of Work						
										Estimated Beginning Balance						$0.00
										Estimated Annual Revenue						$1,500,000.00
1	2018-3005-04	Dr. Martin Luther King Jr. Ave	30.7039	88.0720	30.6963	88.0546	X		1.19	Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization	**$8,500,000.00**	$750,000.00			CRAF	$750,000.00
2	2018-3005-05	Broad Street from Roundabout to Baltimore	30.6841	88.0529	30.6653	88.0560	X		1.30	Roadway Rehabilitation, Sidewalks, Signage, Striping and Signalization	**$8,200,000.00**	$750,000.00			CRAF	$750,000.00
											*Amount may be redistributed based on need between projects 1 and 2					
Totals/Page Totals			Total Miles Addressed by CTP (Total Mileage Does Not Include Bridge Projects)						2.49	**Total CTP Estimated Costs**	**$16,700,000.00**	$1,500,000.00	$0.00	$0.00	**Total CRAF Remaining Estimated**	$0.00

Note: Any amendments to the CTP shall follow the same guidelines and procedures as the original approval process.

Remarks _____

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
One-year contract, renewable for two additional one-year periods, for deceased body transport.

General fund.

Amount of Contract:
As needed, approxi $100,000.00 per year.

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	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/22/2022 - 3:50 PM
Legal	Kern, Chris	Approved	8/24/2022 - 12:48 PM
Legal	Kern, Chris	Approved	8/24/2022 - 12:48 PM
Mayors			8/25/2022 - 2:45

Office	Barber, James	Approved	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 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 Newman's Medical Services, Inc., for one-year, renewable for two additional one-year periods without further action by City Council, for deceased body transport services as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, NEWMAN'S MEDICAL SERVICES, INC. (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein. To provide for the pick up of and the transport of deceased bodies.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability insurance – public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above
(3) Bodily injury and property damage combined – $500,000 per occurrence

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

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence
(2) Property damage liability - $100,000 each occurrence.
(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless the 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.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only

for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Provider 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.

ARTICLE 4. Indemnification: Provider 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 Provider, 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 Agreement or any activities conducted pursuant thereto, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by

reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. **Notices:** Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602
OR
P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Newman's Medical Services, Inc.
3500 Cottage Hill Road
Mobile, AL 36609

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law 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.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER,

Donnie Newman, Its VP (title)

On behalf of NEWMAN'S MEDICAL SERVICES, INC.

8.19.2022 Date

State of Alabama

Mobile County

I, Maria Theresa Mason, a Notary public in and for said County and State, hereby certify that Don E. Newman, whose name is known to me, acknowledged before me on this the 19th day of August, 2022, that, being informed of the contents of the foregoing, executed the same voluntarily on the day the same bears date.

Maria Theresa Mason
Notary Public
My Commission expires on: April 29, 2025

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/13/2022	5706	Police	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM Friday, July 29, 2022

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

The City of Mobile requests bids for Deceased Body Transport per the following Specifications for a one (1) year period.

The Company shall promptly respond, on a daily twenty-four (24) hour basis to all calls from the Chief of the Mobile Police Department, or his duly authorized designee, for the pick up and transport of deceased bodies.

The Company that is awarded the bid should be able to arrive at the scene within thirty (30) minutes of receiving the request without the use of emergency warning devices. The Company shall closely monitor and maintain its vehicles so in no event shall response time be greater that thirty (30) minutes from the time of receiving the call from the duly authorized Police Department official to any point in the City of Mobile, or its police jurisdictions. To ensure compliance the company shall maintain a minimum of two (2) properly equipped vehicles outlined in this bid in the event one (1) vehicle is out of service or malfunctions as to ensure delivery of this service. The Company shall not under any circumstances use emergency warning devices in the transport of deceased bodies pursuant to this contract.

The Company that is awarded the bid should have personnel available on a twenty-four (24) hour a day, seven (7) days a week basis.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name Newman"s Medical Services

Typed Signature Donnie Newman

By [signature]

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed 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 2 of 5					
	The company shall utilize basic life support (BLS) equipped vehicles (ambulance) that are fully compliant with state and local emergency transport vehicle standards dictated in Mobile Code of Ordinances Chapter 6, Article IV, Sec. 6-70. Standards of vehicle and equipment.					
	(a) All motor vehicles used for the purpose of providing ambulance service hereunder shall be designed and constructed to transport ill, sick, or injured persons in comfort and safety, and shall be maintained in clean, sanitary and first-class mechanical conditions at all times and comply with all applicable federal, state or local laws.					
	(b) All motor vehicles used for the purpose of providing ambulance service hereunder shall be equipped according to current federal, state and local standards as may be updated from time to time by the EPAB and the fire medic division of the fire department subject to approval by the fire chief.					
	The Company shall comply with Mobile Code of Ordinances Chapter 6, Article IV, Sec. 6-74. Use of emergency warning devices.					
	(b) After a private ambulance has responded to an apparent non-emergency call and arrived at the point of pickup, it shall be unlawful for the ambulance to proceed to the hospital or other destination with the use of emergency warning equipment except where serious medical conditions exist, such as in the case of category I or II patients. The fire department dispatcher however must be notified by the owner of the circumstances surrounding the call and the need to use emergency warning equipment upon the city streets.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed 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

The Company shall maintain transport vehicles manned with a minimum of two (2) persons physically capable of moving the deceased bodies and fully equipped with the necessary equipment and resources including body bags to transport deceased bodies. All deceased transports shall require the use of a body bag.

The Company shall maintain appropriate records and data regarding the transport of deceased bodies pursuant to this agreement, including but not limited to the time the emergency call was received, from whom the call was received, the time of vehicle dispatch, the location of the deceased body, the time of arrival, the name of the deceased if known, the names of any witnesses at the scene, the time of transport, the site to which the body is transported, and at whose request, etc.

Prior to final acceptance the company that is the low bid shall make their vehicles available for inspection to the Mobile Police Department.

The City of Mobile requires that successful vendor provide capability for 2-way voice communication between each vehicle and the Mobile Police Department dispatcher. The voice communication may be either cellular telephone or 2-way radio.

The Company shall comply with federal, state, and local laws including but not limited to maintaining a current municipal business license. Successful company to comply with State of Alabama Code Section 22-19.

Company agrees to obtain, maintain, and keep current at least the following minimum insurance prior to commencing any work or receiving any payments therefore under this agreement:

General Liability-Premises/Operations:

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed 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

Bodily Injury- $350,000 Each Person/ $500,000 Each Accident
Property Damage- $100,000 Each Occurrence or $500,000 Combined
Bodily Injury and Property Damage

Automobile Liability-Comprehensive Form (Including owned, non-owned, and hired vehicles)
Bodily Injury-$250,000 Each Person/$500,000 Each Accident
Property Damage- $100,000 Each Occurrence or $500,000 Combined
Bodily Injury and Property Damage

Workmans Compensation: Statutory

Professional Liability Insurance: $100,000 for projects from $250,000 to $1,000,000

Insurance must be with a company licensed and qualified to do business in the state of Alabama and certified by an agent licensed and qualified in the state of Alabama. The Company shall furnish proof of insurance in the minimum amounts specified, and shall furnish a certificate of insurance to the City of Mobile as a named insured which shall be kept on file in the office of the City Clerk. The City of Mobile shall receive not less than sixty (60) days prior written notice in the event of cancellation, reduction in coverage or non-renewal of this policy for any reason whatsoever.

The Company shall submit an invoice to the City of Mobile on a regular monthly basis.

For the purpose of competitive bidding, the award of this bid shall be based upon approximately 25-30 deceased bodies per month average.

There is no guarantee on the number of deceased bodies to be moved each year.

In the last 12 months, the City transported 310 deceased individuals.

A copy of the proposed contract with terms and conditions follows.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

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

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

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

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

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

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

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

At the option of the City of Mobile, the awarded contract may be extended up to two (2) additional 1-year periods if price and conditions remain the same.

City of Mobile Business License Required. See Item 14 on reverse of Page 1.

Price per deceased transported including body bag: $350.00

THIS BID TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Newman's Medical Services

By _____

We will allow a discount 0 % 20 days from date of receipt of goods and correct invoice of competed order.

EXHIBIT B

NEWMMED-01 SEMCCCHANDLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Chandler	
AssuredPartners of Alabama, LLC - Montgomery 5251 Hampstead High Street, Unit 200 Montgomery, AL 36116	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: christina.chandler@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company of Pittsburgh PA	19445
INSURED	INSURER B : The Sheffield Fund	
Newman's Medical Services Inc 3500 Cottage Hill Road Mobile, AL 36609	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			AMNUBP 0030154 00	2/9/2022	2/9/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Professional Liabili						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AMNUBP 0030154 00	2/9/2022	2/9/2023	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 $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			600-2022-12740-00	1/1/2022	12/31/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Mobile
Attn: John Payne
P.O. Box 1948
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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EXHIBIT C

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

NEWMAN'S MEDICAL SVC INC/NEWMANS AMBULAN T5
3500 COTTAGE HILL RD
MOBILE, AL 36609

YEAR	LICENSE NO
2022	17600
ISSUED	**EXPIRES**
2/3/2022	12/31/2022

621910 AMBULANCE COMPANY AND SERVICES

Donna G. Bryars

Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue

NEWMAN'S MEDICAL SERVICES INC. T5
3500 COTTAGE HILL RD
MOBILE AL 36609

Alabama State Board of Health
Office of Emergency Medical Services

THIS IS TO CERTIFY that a license is hereby granted by the STATE BOARD OF HEALTH

To NEWMAN'S MEDICAL SERVICES INC

To conduct and maintain an EMERGENCY MEDICAL SERVICE in **Mobile** County,

at Address:**3500 COTTAGE HILL ROAD**
MOBILE, AL 36609

In EMS Region: **GULF**

is authorized to Supply/Resupply Fluids/Medications at the **ALS Level 1 Transport.**
This license Shall Expire **06/30/2023**, and is subject to the provisions of the Code of Alabama, 1975, §22-18-1, et seq.

This license shall not be Assignable or Transferable and shall be subject to revocation as specified in the STATE BOARD OF HEALTH EMERGENCY MEDICAL SERVICES RULES .

IN WITNESS WHEREOF, I have hereunto set my hand this day, **June 14 2022.**

License Number 324

State EMS Director

Certificate No. **9194**

State Health Officer

ADPH-EMS-26/Rev. 11-16-17

EXHIBIT D

E-Verify

Welcome
Kim Newman

MENU

Company Information

Company Name
Newmans Medical Services INC

Company ID Number
536548

Doing Business As (DBA) Name
Newmans Medical Services INC

DUNS Number
--

Physical Location

Address 1
3500 Cottagehill RD

Address 2
--

City
Mobile

State
AL

Zip Code
36609

County
MOBILE

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
63081831

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
621 - AMBULATORY HEALTH CARE SERVICES

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 11/12/2019 12:16 PM

U.S. Department of Homeland Security

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve 3 year contract w/ EMS Management & Consultants to review and submit MFRD ambulance transport and patient treatment claims for payment to the City. Contractor to provide quality control & process improvement training. Contractor to charge City 5.5% of fees Contractor collects+ audit fees.

General fund (EMS enterprise account).

Amount of Contract:

Approx $210,000 per year

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2022 EMS Billing Agenda Package	Cover Memo	8/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/25/2022 - 9:36 AM
Legal	Kern, Chris	Approved	8/25/2022 - 10:43 AM

Legal	Kern, Chris	Approved	8/25/2022 - 10:44 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:40 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 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 EMS MANAGEMENT AND CONSULTANTS, INC., in the amount of approximately $210,000 per year, for provision of billing support for ambulance transport and medical treatment services provided by the City of Mobile, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

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Service Contracts over $15,000, subject to Ala. §41-16-50 *et seq*. (1975)

City of Mobile

Project: Emergency Medical Services (EMS)
Billing and Support

AGREEMENT

THIS AGREEMENT made and entered into this ____day of _____ 2022 (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and EMS MANAGEMENT AND CONSULTANTS, INC. (hereinafter "Provider"), a for-profit company organized under the laws of the State of North Carolina.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in **Exhibit A**, the Billing and Support Services Agreement, which is attached to this

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Agreement and incorporated by reference herein. Additionally, both parties shall be bound by the attached Business Associate HIPAA and HITECH Agreement, found as **Exhibit B**. Should (i) any terms of those Exhibits and the terms of this contract conflict, the terms of this contract will prevail and (ii) this contract be silent as to any of the terms in the Exhibits, such terms in the Exhibits will prevail.

ARTICLE 2. **Insurance**: For the term of this Agreement, Provider shall acquire and maintain, in full force and effect, the following liability insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured,* and shall attach to this Agreement, as proof thereof and as **Exhibit C**, a certificate of insurance(s):

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, $1,000,000.00 per event.

ARTICLE 3. **Breach of Contract**: In the event of any breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach by Provider , then and in those events (subject to the expiration of any cure period applicable thereto), Provider 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; only if said attorneys' fees and costs shall be incurred in connection with City's successful litigation with respect to such enforcement.

ARTICLE 4. **Indemnification:** Provider 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 gross negligence, willful misconduct or fraud of Provider, its principals, directors, agents, servants or employees in the performance of this Agreement, for which the City becomes legally obligated to pay. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding relating in any way to Provider's indemnification obligations hereunder, Provider hereby agrees to pay all of City's reasonable costs of

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defense, including but not limited to all reasonable 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement. Provided further, however, that neither this Article, nor any other part of this Agreement, shall be deemed to constitute, either as to the Contractor or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time and in any other statutes and case law otherwise available to the City which may be raised in City's behalf in any action or proceeding arising out of this Agreement. Contractor specifically acknowledges that the City does not waive any immunity defenses or the applicability of the statutory damages cap.

ARTICLE 5. Entire Agreement: This Agreement (including the Exhibits attached hereto) is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. Provider shall possess and maintain a City of Mobile Business License.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any

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responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities..

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or by email to: Vendorinvoices@CityofMobile.org.

ARTICLE 11. Termination of Contract: This contract shall be for a term of **three years from the Effective Date**, The City or Provider may terminate the Agreement upon thirty (30) days' written notice. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices.

Notices for the City shall be mailed to:

Procurement Officer
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

Notices to Provider shall be mailed to:

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EMS MC
EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

ARTICLE 14. Compliance with Alabama Immigration Law

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 15. Boycotts
By signing this contract, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, EMS Management & Consultants, Inc.

DocuSigned by:
Jay Gyure
D4654ABACD10486...
_____, Its Chief Financial Officer
On behalf of Provider

8/1/2022
_____ Date

CITY,

_____
Its Mayor

_____ Date

ATTEST:

_____
City Clerk

_____ Date

Exhibits: **A** Billing and Support Services Agreement
B Business Associate HIPAA and HITECH Agreement
C Certificate of Insurance

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Exhibit A

BILLING SERVICES AGREEMENT

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility

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to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare

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claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

i. Determining the accuracy or truthfulness of documentation and information provided by Client;

ii. Providing services outside the EMS|MC billing system;

iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or

iv. Providing any service not expressly required of EMS|MC by this Agreement.

l. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or

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technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;

ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;

iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;

iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;

vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

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e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever

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a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to (5.50%) percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. The RCM Fee is referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10^{th}) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20^{th} day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

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d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

5.1.1 Additional fee

Clinical Audit: PROVIDER shall provide quarterly audits of all clinical data associated with the sample population of trips to be charged at an annual fee of $5,500. Such fee will be included in its entirety in the first billing invoice of the contract year. The timing and format of such audits will be mutually agreed upon.

5.1.2 Optional fees

In addition to the billing only solution, the City may elect to purchase additional options at the following rates:

- CQI Auditing Price: $5.00 per Audited Chart.
- HIPAA Audit: - $22,000 package: On-site policy, system, process related HIPAA compliance. Assessment of safeguarding PHI within organization, similar to office of civil rights, review update BAA, NPP. The report findings of audit will be a comprehensive written evaluation of the environment, show gaps, best practices, address needs, review specific HIPAA compliance plan, plus video training is provided.
- $11,000 package: Same as above, but all assessments completed remotely and not on-site.
- $4,500 package: One day of HIPAA training on-site.

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6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on August 1, 2022 and shall thereafter continue through July 31, 2025 ("Initial Term"). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a "Renewal Term"), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the "Term".)

b. **Termination for Cause**. Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination**. Either party may terminate this Agreement immediately as a result of the following:

i. Failure of Client to make timely payments due under this Agreement;

ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;

iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or

iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial

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and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

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e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES. Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality*. The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different

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times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance*. The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

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11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

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f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may

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give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client,

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or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City of Mobile, Alabama
City Attorney
205 Government Street
9th Floor, South Tower
Mobile, AL 36644

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

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e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:	CLIENT:
EMS Management & Consultants, Inc.	City of Mobile
By: DocuSigned by: Jay Gyure D4654ABACD10486...	By: _____
Print Name: Jay Gyure	Print Name: __William S. Stimpson
Title: _____	Title: ___Mayor
Date: 8/1/2022	Date: _____

Attest

_____
(City Clerk)

_____

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Exhibit B

Business Associate Addendum

This Business Associate Addendum (the "Addendum") is made effective the ____ day of _____2022, by and between The City of Mobile hereinafter referred to as "Covered Entity," and EMS Management & Consultants, Inc., hereinafter referred to as "Business Associate" (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy and Security Rules") (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health ("HITECH") Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the "HIPAA Privacy and Security Rules" include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the "Agreement") whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term "Breach" means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term "Breach" does **not** include: (1) any unintentional acquisition, access, or use of

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protected health information by any employee or individual acting under the authority of a covered entity or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term "HIPAA Privacy and Security Rules" refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term "Protected Health Information" means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term "Secretary" means the Secretary of the Department of Health and Human Services.

The term "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

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c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes "minimum necessary" for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the "minimum necessary" amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate's own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

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2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) "pings" on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

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k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

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a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

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V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties**. Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

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b. **Survival**. The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment**. This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor**. None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances**. The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information**. Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement**. This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

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IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:	**Covered Entity:**
EMS Management & Consultants, Inc.	**City of Mobile**
By: Jay Gyure (Docusigned by: D4654ABACD10486...)	By: _____
Print: Jay Gyure	Print: _William S. Stimpson
Title: CFO	Title: _Mayor
Date: 8/1/2022	Date: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Willis Towers Watson Certificate Center
Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : The Hanover American Insurance Company	36064
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EMSMC Holdings, Inc
2540 Empire Drive
Suite 100
Winston Salem, NC 27103

COVERAGES **CERTIFICATE NUMBER:** W25513523 **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 [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		OD6-D673317-06	02/22/2022	08/23/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			OD6-D673317-06	02/22/2022	08/23/2022	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 [ ] RETENTION $			OD6-D673317-06	02/22/2022	08/23/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	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		WZ6D673252-04	08/23/2021	08/23/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured as respects to General Liability, Where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Marc Vassallo, Senior Director of Public Services, Public Services Department

Sponsored by:

Mayor William S. Stimpson and Council Members Mr. Cory Penn, Mr. William Carroll, Mr. C.J. Small, Mr. Ben Reynolds, Mr. Joel Daves, Mr. Scott Jones and Ms. Gina Gregory

Purpose and Scope of Project:

Project number 2022-3005-05 Oil/
water Separator Replacement-Municipal Garage

Replacement of two (2) Oil/Water Separators at the City of Mobile Municipal Garage

Amount of Contract:

$205,940.00

Funding Source

Project # C0486 Facility Upgrade/ADEM Compliance — **Discretionary Funds**

Project String — **Contract Number:**3976

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Oil/Water Separator Replacement-Municipal Garage	Cover Memo	8/24/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	8/24/2022 - 4:29 PM
			8/25/2022 -

Legal	Kern, Chris	Approved	10:38 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:39 PM
Legal	Kern, Chris	Approved	8/25/2022 - 10:38 AM



OIL/WATER SEPARATOR REPLACEMENT-MUNICIPAL GARAGE

PROJECT NO. 2022-3005-05

BID DATE – AUGUST 3, 2022

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Council Members: Mr. Cory Penn, Mr. William Carroll, Mr. C.J. Small, Mr. Ben Reynolds, Mr. Joel Daves, Mr. Scott Jones, and Ms. Gina Gregory

WHEREAS, bids for Oil/Water Separator Replacement-Municipal Garage were received and opened on August 3, 2022.

WHEREAS, the Senior Director of Public Services has recommended award to the lowest bid meeting specifications from Rob't J. Baggett, Inc. in the amount of $205,940.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Rob't J. Baggett, 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 set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: Rob't J. Baggett, Inc.

Project Name: Oil/Water Separator Replacement- Municipal Garage

Project Number: 2022-3005-05

Amount: $205,940.00

Adopted:

_____

City Clerk

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Proposal III

Bid Bond IV

Labor and Materials Bond V

Performance Bond VI

Certificate of Contractor's and Subcontractor's Insurance VII

Special Provisions VIII

Articles of Agreement IX

Supplemental Specifications X

Location ..... Attachment A

Contractor's Insurance Certifications ..... Attachment B

Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report ..... Attachment C

Project Closeout Certifications, Affidavits, & Requirements ..... Attachment D

Project Drawings ..... Attachment E

Project Addendums ..... Attachment F

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 General Liability 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 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 and/or MAWSS 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.

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 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 **Oil/Water Separator Replacement-Municipal Garage**, City of Mobile Project No. **2022-3005-05**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES July 6th, 13th AND 20th, 2022.

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 of bond $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 **Oil/Water Separator Replacement-Municipal Garage**, City of Mobile Project No. **2022-3005-05**, 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 and/or MAWSS 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 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.

22. 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 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 the cost of 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 revised proposal in submitting its base bid.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 08/03/2022

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: Oil/Water Separator Replacement-Municipal Garage
Project No: 2022-3005-05
Project Description: Replacement of two (2) Oil/Water Separators at the City of Mobile Municipal Garage
Major work items include: Demolition and Replacement

The Bidder further agrees to construct the improvements in **120** 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, Al 36633. In order to receive consideration, the request must be received before 12:00 p.m. on July 28, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

ITEM NO.	APPROXIMATE QUANTITY	ITEM with Unit Price Written in Words	UNIT BID PRICE	AMOUNT BID
1	1	DEMOLITION For Ten Thousand Dollars And 00 Cents per LUMP SUM	10,000	10,000
2	1	OWS-1 Fifty One Thousand For Fifty Four Dollars And 00 Cents per LUMP SUM	51,054	51,054
3	1	OWS-2 Fifty Four Thousand For Fifty Four Dollars And 00 Cents per LUMP SUM	54,054	54,054
4	1	New Pumps #1, #2, #3, & #4 Twenty Five Thousand For Seven Hundred Eighty Two Dollars And 00 Cents per LUMP SUM	25,782	25,782
5	1	Pipe/Fittings/Hoses/Etc. Six Thousand Eight For Hundred Dollars And 00 Cents per LUMP SUM	6,800	6,800

BASE BID

ITEM NO.	APPROXIMATE QUANTITY	ITEM with Unit Price Written in Words	UNIT BID PRICE	AMOUNT BID
6	1	Electrical Twenty Five Thousand For Seven Hundred Fifty Dollars And 00 Cents per LUMP SUM	25,750	25,750
7	1	Installation For Thirty Two Thousand Dollars And 00 Cents per LUMP SUM	32,000	32,000
8	1	Temporary Soil Erosion & Sediment Control For Five Hundred Dollars And 00 Cents per LUMP SUM	500	500
		TOTAL BASE BID		205,940

BASE BID

Total (All items listed in Proposal) $205,940.00

Written in words Two Hundred Five Thousand Nine Hundred Forty

Number of working days to complete 120 working days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 759 HOLCOMBE AVE MOBILE AL 36606

By ROB'T J. BAGGETT, INC. - ALABAMA

Signature of Bidder _____
(If a Corporation) CHARLES D. DICKS, JR., PRESIDENT

By _____
President
CHARLES D. DICKS, JR.
Print

Business Address 759 HOLCOMBE AVE, MOBILE AL 36606

_____
Secretary
ALLAN R.CROW
Print

Business Address 759 HOLCOMBE AVE, MOBILE AL 36606

_____
Treasurer
ALLAN R.CROW
Print

Business Address 759 HOLCOMBE AVE, MOBILE AL 36606

(Corporate Seal)

ATTEST: _____
Secretary ALLAN R. CROW

Name of State under the Laws of which the Corporation was chartered:

AL 9777
State License Number

Corporate Seal

ACCOUNTING OF SALES TAX

To: City of Mobile **Date:** 08/03/2022

Name of Project: OIL/WATER SEPARATOR REPLACEMENT – MUNICIPAL GARAGE
Project Number: 2022-3005-05

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 TOTAL:	$ 85,000.00

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 ROB'T J. BAGGETT, INC. -ALABAMA

Mailing Address 759 HOLCOMBE AVE MOBILE AL 36606

***By (Legal Signature)** [signature]

*Name (type or print) CHARLES D. DICKS, JR. (Seal)

*Title PRESIDENT

Telephone Number 251-473-3290

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Rob't. J. Baggett, Inc.
(Name of Contractor)
759 Holcombe Avenue, Mobile, AL 36606
(Address)
as Principal, and Liberty Mutual Insurance Company
(Name of Surety)
175 Berkeley Street, Boston, MA 02116
(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 **Oil/Water Separator Replacement-Municipal Garage, City of Mobile Project No. *2022-3005-05.***

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 July 20, 2022 (Date)

Rob't. J. Baggett, Inc.
(Contracting Firm)

CHARLES D. DICKS, JR., PRESIDENT

Witness as to Principal By: _____ (SEAL)

ALLAN R. CROW, SECRETARY/TREASURER

Liberty Mutual Insurance Company (Name of Surety)

COUNTERSIGNED: Mark W. Edwards II

Alabama Resident Agent By Mark W. Edwards, II, Attorney-in-Fact & AL Resident Agent

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of July, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we Rob't. J. Baggett, Inc.

_____ as Principal and Liberty Mutual 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 Two Hundred Five Thousand Nine Hundred Forty and 00/100 Dollars ($ 205,940.00) 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 Oil/Water Separator Replacement-Municipal Garage 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

In the presence of:

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____ (SEAL)

_____ (Print)

_____

_____

(Corporate Name) Rob't. J. Baggett, Inc.

BY: _____

(Signature)

CHARLES D. DICKS, JR.

(Print)

ATTEST: _____

(Signature)

ALLAN R. CROW (Print)

ITS: SECRETARY

ITS: PRESIDENT

(Title)

Liberty Mutual Insurance Company

(Surety sign here)(Corporate name)

BY: _____

(Signature)

Mark W. Edwards, II

(Print)

ATTEST: _____

(Signature)

Anna Childress (Print)

ITS: Assistant Vice President

ITS: Attorney-in-Fact

(Title)

Corporate Seal

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we Rob't. J. Baggett, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116
(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 Two Hundred Five Thousand Nine Hundred Forty and 00/100 dollars ($ 205,940.00), 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 Oil/Water Separator Replacement-Municipal Garage 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)

(Corporate Name)

Rob't. J. Baggett, Inc.

ATTEST: _____

BY: _____

(Signature)

ALLAN R. CROW (Print)

CHARLES D. DICKS, JR.

(Print)

ITS: SECRETARY

ITS: PRESIDENT

(Title)

(Title)

(Surety sign here)(Corporate name)

Liberty Mutual Insurance Company

BY: _____

(Signature)

Mark W. Edwards, II

(Print)

ATTEST: _____

(Signature)

ITS: Attorney-in-Fact

Anna Childress (Print)

(Title)

ITS: Assistant Vice President

(Title)

Corporate Seal

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205020-016032**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alisa B. Ferris; Anna Childress; Jeffrey M. Wilson; Mark W. Edwards II; Richard H. Mitchell; Robert R. Freel; Sam Audia; William M. Smith

all of the city of Birmingham state of AL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of March, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ITEM VII
INSURANCE

A. 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 Subcontracting and Major Supplier Plan 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, if applicable.

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, 2018 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 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. Omitted.

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 Item No. 1, Demolition.

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 as a subsidiary obligation of Item 7, Installation and in accordance with 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 as a subsidiary obligation of Item 7, Installation and in accordance with Section 650 of the Standard Specifications.

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. 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 at all times. 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. Omitted.

44. There shall be no 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 incidentals required to fulfill this requirement; any incidentals shall be a subsidiary obligation of Item No. 8, Temporary Soil Erosion & Sediment Control.

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 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. Payment will be made under Item No. 8, Temporary Soil Erosion & Sediment Control and in accordance with Section 665 of the Standard Specifications.

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 Engineering Department.

51. Workmen shall wear reflectorized vests, shirts or jackets, and hard hats.

52. Omitted.

53. Omitted.

54. The Contractor shall ensure that the pavement surface meets the elevation at the tie in to existing elevation(s) so as to facilitate drainage and ADA compliance.

55. 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.

56. Omitted.

57. Omitted.

58. 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.

59. Omitted.

60. Omitted.

61. Omitted.

62. Omitted.

63. 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 and a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

64. 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.

65. Omitted.

66. Basis of Payment:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein.

67. General Specifications:

A. The following detail Specifications, taken in conjunction with the Drawings, describe the work to be performed by the Contractor. Construction shall be performed in accordance with standard industry practice.

B. Furnish all labor, equipment, materials, insurance, transportation, and incidentals required to remove two (2) existing oil/water separators and replace with two (2) new oil/water separators (OWS-1 & OWS-2). Disconnecting power to the existing oil/water separators, disconnecting water supply/discharge piping and complete removal of existing oil/water separators from the site. New oil/water separators (OWS-1 & OWS-2), shall be installed in the same location as the existing oil/water separators, installation of new piping/valves and reconnection of electrical power to the new oil/water separators.

C. OWNER assumes no responsibility for any conclusions, assumptions or interpretations made by the Contractor based on the information made available to it.

D. The word "Engineer" as it appears in this specification shall mean Cowles, Murphy, Glover & Associates, Inc. (CMG) or its designated representative. CMG shall also provide Quality Assurance services on behalf of the Owner. The word "Owner" as it appears in this specification shall mean the City of Mobile.

E. 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.

F. The Contractor shall submit his complete plans and schedule for performing the work to the Engineer for approval prior to beginning demolition and replacement operations. The contractor's plans shall be furnished at his cost and expense for all work and equipment specified. They shall consist of such drawings as may be required for the prosecution of the removal of two (2) existing oil/water separators and installation of two (2) new oil/water separators (OWS-1 & OWS-2). All drawings shall be submitted to the Engineer in triplicate. Approval of these drawings by the Engineer does not relieve the Contractor of any responsibility.

68. Existing Oil/Water Separator #1 (OWS-1)

A. Existing oil/water separator (OWS-1) electrical panel shall be disconnected from existing electrical power feed.

B. Existing oil/water separator (OWS-1) shall be disconnected from diaphragm pump (Pump #1) and submersible pump (Pump #2), via cam and groove hose couplers located at the unit.

C. Diaphragm pump (pump #1) and submersible pump (Pump #2) shall be retained by the City of Mobile for future use.

D. Existing oil/water separator (OWS-1) shall be disconnected from existing drain pipe.

E. Existing oil/water separator (OWS-1) shall be removed. Contractor to dispose of oil/water separator (OWS-1) and existing hoses.

69. Existing Oil/Water Separator #2 (OWS-2)

A. Existing oil/water separator (OWS-2) electrical panel shall be disconnected from existing electrical power feed.

B. Existing oil/water separator (OWS-2) shall be disconnected from diaphragm pump (Pump #3) and submersible pump (Pump #4), via cam and groove hose couplers located at the unit.

C. Diaphragm pump (pump #3) and submersible pump (Pump #4) shall be retained by the City of Mobile for future use.

D. Existing oil/water separator (OWS-2) shall be disconnected from existing drain pipe.

E. Existing oil/water separator (OWS-2) shall be removed. Contractor to dispose of oil/water separator (OWS-2) and existing hoses.

70. New Oil/Water Separator #1(OWS-1)

A. Provide and install new oil/water separator (OWS-1) at the same location as the existing unit.

B. Provide and install new diaphragm pump (pump #1) and submersible pump (Pump #2).

C. Provide and install new flex hoses between the new diaphragm pump (pump #1) and the new submersible pump (pump #2) outlets and new oil/water separator (OWS-1).

D. Provide and install new pipes, fittings and valves to connect new oil/water separator to the existing drain pipe.

E. Provide and install new oil/water separator control panel with the required sequence of operation to have (OWS-1) function as designed.

F. Provide and install new conduit and conductors to connect new oil/water separator (OWS-1) control panel to existing electrical power feed.

71. New Oil/Water Separator #2 (OWS-2)

A. Provide and install new oil/water separator (OWS-2) at the same location as the existing unit.

B. Provide and install new diaphragm pump (pump #3) and new submersible pump (pump #4).

C. Provide and install new flex hoses between the new diaphragm pump (pump #3) and new submersible pump (Pump #4) outlets and new oil/water separator (OWS-2).

D. Provide and install new pipes, fittings and valves to connect new oil/water separator to the existing drain pipe.

E. Provide and install new oil/water separator control panel with the required sequence of operation to have (OWS-2) function as designed.

F. Provide and install new conduit and conductors to connect new oil/water separator (OWS-2) control panel to existing electrical power feed.

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 Rob't J. Baggett, 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: Oil/Water Separator Replacement-Municipal Garage
Project No: 2022-3005-05
Project Description: Replacement of two (2) Oil/Water Separators at the City of Mobile Municipal Garage
Major work items include: Demolition and Replacement

City of Mobile Project Number **2022-3005-05**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total $ 205,940.00) 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 **Cowles, Murphy, Glover & Associates, Inc. (CMG).**

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 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 form 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.

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 of final acceptance.
- 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.

SOURCE OF FUNDS FOR PAYMENT:

(25) 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.

E-VERIFY:

(26) 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.

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.

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 insure 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.

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.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present 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)**

Rob't J. Baggett, Inc (Print)

BY: _____

ITS PRESIDENT

Charles D. Dicks, Jr. (Print)

ATTEST: _____

ITS SECRETARY

Allan R. Crow (Print)

Corporate Seal

_____

DATE

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.

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. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

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-E and are not included in Pay Item 618-D.

6. ITEM 618-E *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. 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.

8. 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

CITY OF MOBILE MUNICIPAL GARAGE



VICINITY MAP
N.T.S.



SITE MAP
N.T.S.

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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

Cowles, Murphy, Glover
& ASSOCIATES
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE
Mobile, AL • LaGrange, GA • Arlington, TN
(251) 433-1611 • (706) 302-2831 • (901) 290-5444

PROJECT
CITY OF MOBILE
MUNICIPAL GARAGE
770 GAYLE ST, MOBILE AL.

BY	DATE
JWM	03/14/22
SHEET ____ OF ____	REV. 0
DRAWING NUMBER 4090-C0	

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, Inc.	INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 08/09/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Combined Inland Marine
Carrier: Lloyds Syndicate
Policy Term: 6/30/22 to 6/30/23
Policy No.: MIS0682985C

Limits of Liability:
Scheduled/Owned Equipment - as per schedule on file w/company
$500,000 Leased/Rented/Borrowed from others - Boom overload/overweight coverage included
$500,000 Equipment while waterborne

Deductibles:
2% of Values, Minimum 2,500 / except Cranes, 5% of Values min. 5,000 / $1,000 on Misc. & Employees Tools, 72 hour waiting period on rental reimbursement

Installation:
$5,000,000 Any One Job
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

Deductibles:
$ 5,000 Per Occurrence Except
$25,000 Flood Minimum other than Named Storms
$25,000 Earthquake Minimum

Cargo: $250,000 Any One Conveyance
Temp Storage in Transit: $250,000
Deductible: $2,500 Per Occurrence

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CERTIFICATE NUMBER: LT5E35SC

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 emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

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	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	2022-3005-05
Project Description	OIL/WATER SEPARATOR REPLACEMENT-MUNICIPAL GARAGE
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ Vets _____ Total #of Employees 170

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 8-3-22

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: KRISTINA NUNNALLY Title: DOCUMENT CONTROL

E-mail: Phone: KRISTINA@RJBAGGETT.COM 251-366-4683

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 # 2022-3005-05 Your Bid/Proposal Amount $ 205,940.00 Date: 8 / 3 / 22

Description OIL/WATER SEPARATOR REPLACEMENT-MUNICIPAL GARAGE

Name of Bidder/Proposer: ROB'T J. BAGGETT, 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
MIKE HOFFMAN EQUIPMENT SERVICES, INC.	T 251-666-8994		79,000	38	NO	
HUGHES PLUMBING & UTILITY	251-476-5002	PIPING	24,000	12	YES	

809

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: CHARLES D. DICKS, JR. Phone 251-473-3290 Email KRISTINA@RJBAGGETT.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	N/A	**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.
	N/A	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	N/A	**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.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N/A	**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.
	N/A	**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:

X 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 CHARLES D. DICKS, JR. (affiant) who, being duly sworn says as follows:

President/CEO of ROB'T J. BAGGETT, 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 ROB'T J. BAGGETT, 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 ROB'T J. BAGGETT, INC. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 133278.

CHARLES D. DICKS, JR., PRESIDENT
CEO of ROB'T J. BAGGETT, INC.
ALABAMA

Sworn to and subscribed before me this the 3RD day of AUGUST, 20 22.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

INDUSTRIAL CONTRACTORS - PLANT MAINTENANCE
ROB'T. J. BAGGETT, INC.
759 Holcombe Avenue
Mobile, AL. 36606

Telephone (251) 473-3290
Fax (251) 473-7606
www.rjbaggett.com

Employment Eligibility Verification Policy & Procedure

Rob't J. Baggett, Inc. completes and retains a Form I-9 and E-verify (Effective July of 2008) for each individual we hire. The employee is required to present the required documents as per the I-9 form (a document from list A or one from List B and one from List C). These documents are examined for validity then this information is recorded on the I-9 form followed by completion of the E-verify process. We receive an instant confirmation as to whether the employee is eligible to work in the US.

See attached E-Verify Program for Employment Verification Memorandum of Understanding

E-Verify®
Employment Eligibility Verification

Welcome Kristina Nunnally | User ID KNUN1254 | Last Login 09:13 AM - 09/16/2013 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Contact Us

Company Information

View / Edit

Company Name: Robt. J. Baggett Inc.
Company ID Number: 133278
Doing Business As (DBA) Name:
DUNS Number:

Physical Location:

Address 1: 759 Holcombe Ave
Address 2:
City: Mobile
State: AL
Zip Code: 36606
County: MOBILE

Mailing Address:

Address 1:
Address 2:
City:
State:
Zip Code:

Additional Information:

Employer Identification Number: 630711622
Total Number of Employees: 100 to 499
Parent Organization: Robt. J. Baggett Inc.
Administrator:

Organization Designation:

Employer Category:

NAICS Code: 237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION — View / Edit

Total Hiring Sites: 1 — View / Edit

Total Points of Contact: 3 — View / Edit

View MOU

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)

DBE Utilization Report

ALABAMA UNIFIED CERTIFICATION PROGRAM

WAVE TRANSIT SYSTEM

HUNTSVILLE INTERNATIONAL AIRPORT
INTERNATIONAL INTERMODAL CENTER
BTPLEX INDUSTRIAL PARK

ALABAMA DEPARTMENT OF TRANSPORTATION

ALABAMA STATE PORT AUTHORITY

BIRMINGHAM AIRPORT AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE

This is to Certify that

Hughes Plumbing & Utility Contractors , Inc.

Has been certified by the *Alabama State Port Authority*
as a Disadvantaged Business Enterprise in accordance with
49 CFR Part 23 & 26 as published in the Federal Register

Certification Number: 04-00975

Issuance Date: May 7, 2022

Renewal Date: May 7, 2023

Robert C. Harris, Jr.

Robert C. Harris, Jr., P.E.
Vice President
Environmental & Program Management

816

STATE OF ALABAMA

BID LIMIT: **U**

AMOUNT: **UNLIMITED**

LICENSE NO.: **9777**

TYPE: **RENEWAL**

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

ROB'T J BAGGETT INC

MOBILE, AL 36606

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, M-S: INDUSTRIAL PIPE WORK AND INSULATION, MU: MUNICIPAL AND UTILITY

until **November 30, 2022** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

178479

18th day of **October, 2021**

Michael B. Tew SECRETARY-TREASURER

CHAIRMAN

817

ATTACHMENT "D"

PROJECT CLOSEOUT CERTIFICATIONS, AFFIDAVITS & REQUIREMENTS

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-3005-05
PROJECT NAME: Oil/Water Separator Replacement-Municipal Garage

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. 2022-3005-05
PROJECT NAME: Oil/Water Separator Replacement-Municipal Garage

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 of final acceptance.

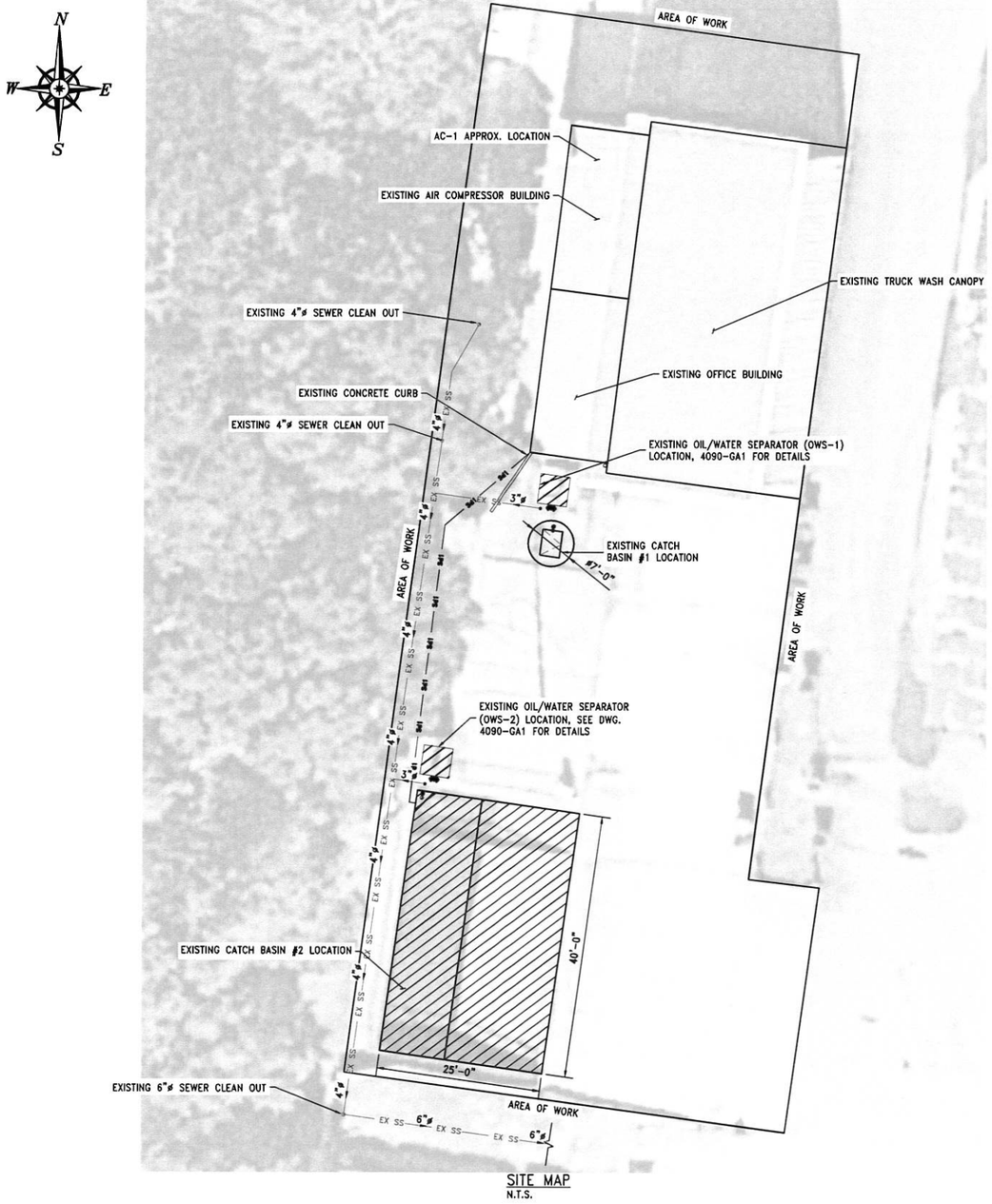
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

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.

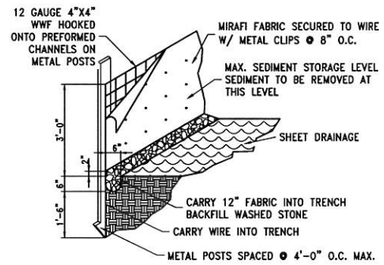
All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

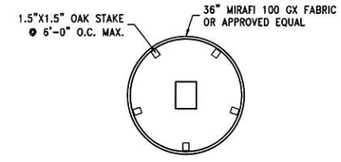
PROJECT DRAWINGS



SITE MAP
N.T.S.



SILT FENCE DETAIL (Sd1) — Sd1 —
N.T.S.



INLET SEDIMENT TRAP Sd2
N.T.S. TYPICAL AT ALL INLET STRUCTURES
IF REQUIRED

EROSION AND SEDIMENT CONTROL NOTES

1. CONTRACTOR WILL PROTECT INLETS AND DRAINS FROM SEDIMENT DEPOSITS WITH INLET SEDIMENT TRAPS SECURELY TIED AND ANCHORED TO THE GROUND AS SHOWN ON THIS DRAWING. THE EXISTING SITE IS COMPLETELY DEVELOPED, GRADED AND OPERATIONAL.
2. THE EXISTING PERMANENT STORM WATER SYSTEM IS IN PLACE, AND WILL BE UTILIZED DURING CONSTRUCTION AND OPERATION OF THE NEW FACILITY.
3. ALL SEDIMENT AND EROSION CONTROL MEASURES SHALL BE IN OPERATION PRIOR TO GRADING.
4. SEDIMENT DEPOSITION CAUSED BY SHEET FLOW ACROSS PROPERTY LINES SHALL BE PREVENTED BY PLACING AND ANCHORING OF TEMPORARY SILT FENCE AS SHOWN ON THIS DRAWING. ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED AS QUICKLY AS POSSIBLE, IN 10 DAYS OR LESS.
5. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED DAILY AND REPAIRED IMMEDIATELY, IF DAMAGED.
6. TRENCHES, IF REQUIRED, SHALL BE BACKFILLED WITHIN 7 DAYS OF COMPLETION, TESTING AND ACCEPTANCE OF THE APPROPRIATE LINES.
7. THE CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICES TO CONTROL RUN OFF VELOCITIES AND REDUCE EROSION. REFER TO THE ALABAMA HANDBOOK FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION.
8. THE CONTRACTOR SHALL INSTALL PRIOR TO THE START OF CONSTRUCTION AND MAINTAIN DURING CONSTRUCTION ALL SEDIMENT CONTROL MEASURES AS REQUIRED TO RETAIN ALL SEDIMENTS ON THE SITE. IMPROPER SEDIMENT CONTROL MEASURES MAY RESULT IN CODE ENFORCEMENT VIOLATION.
9. ALL DISTURBED AREAS WHICH ARE NOT PAVED SHALL BE STABILIZED WITH SEEDING, FERTILIZER AND MULCH, HYDROSEED AND/OR SOD.
10. SLOPE THE SITE AS SHOWN ON DRAWINGS AND KEEP SILT FENCES IN GOOD WORKING CONDITION THROUGHOUT THE PROJECT DURATION.
11. EROSION CONTROL MECHANISMS SHALL BE INSPECTED DAILY TO ENSURE NO DEBRIS BUILDUP OCCURS, LIMITING THE FLOW OF STORMWATER, CAUSING STANDING WATER TO ACCUMULATE.
12. THE CONTRACTOR SHALL SIZE, INSTALL, AND MAINTAIN ADEQUATE CONTROLS FOR THE SITE. REFER TO THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, LATEST EDITION.
13. THE CONTRACTOR IS RESPONSIBLE FOR DAILY INSPECTION AND CONTINUED MAINTENANCE OF EROSION CONTROL ELEMENTS.
14. ANY DISTURBED AREA(S) MAY NOT REMAIN DENUDED LONGER THAN 10 DAYS.
15. TEMPORARY SOIL EROSION & SEDIMENT CONTROL PAY ITEM #8 INCLUDES COST ASSOCIATED WITH PURCHASING AND INSTALLATION OF SILT FENCE.

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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

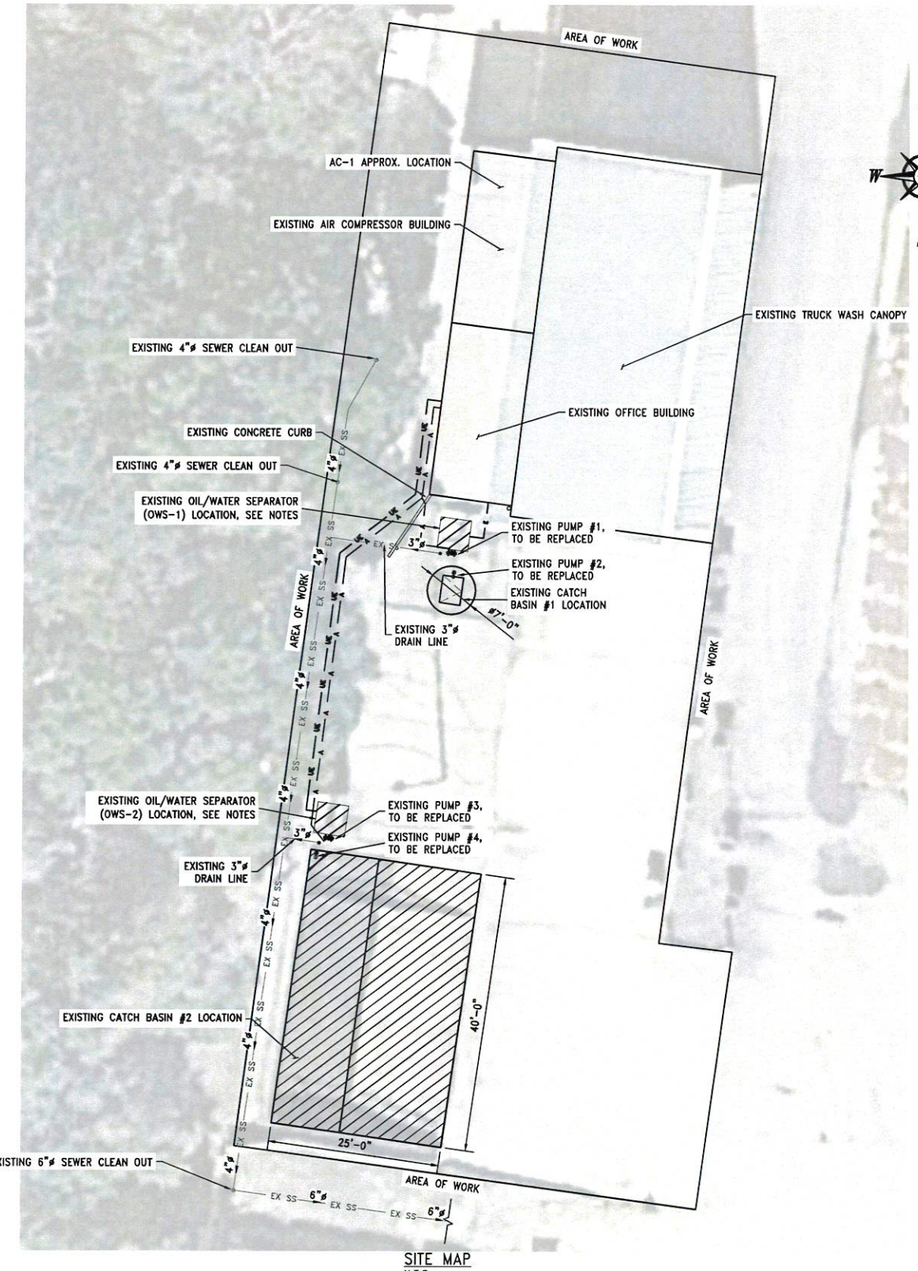
REV.	DESCRIPTION	DATE	BY	CHK'D
0	ISSUED FOR BID	06/27/22	MAD	PLG

Cowles, Murphy, Glover & ASSOCIATES
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE
457 St. Michael St., Mobile, AL 36602
13 Thrash Rd., LaGrange, GA 30241
11880 Cranston Dr. Ste 102, Arlington, TN 38002
Alabama (251) 433-1611
Georgia (706) 302-2831 Tennessee (901) 290-5444

PROJECT
CITY OF MOBILE
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, ALABAMA

TITLE
EROSION CONTROL PLAN

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	MAD	10/21/21	— OF — (22x34)	0
JOB NO. 4090-21	CHECKED BY PLG	DATE 10/21/21	DRAWING NUMBER 4090-C1	



SITE MAP

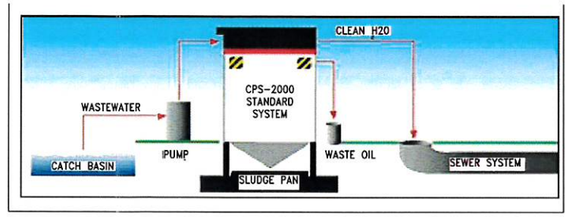
N.T.S.

EXISTING COMPRESSED AIR — A — A —

EXISTING UNDER GROUND ELECTRIC — UE — UE —

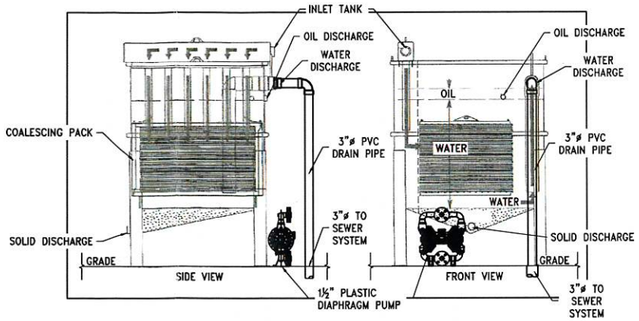
EXISTING ELECTRIC — E — E —

EXISTING SEWER SYSTEM — EX SS — EX SS —



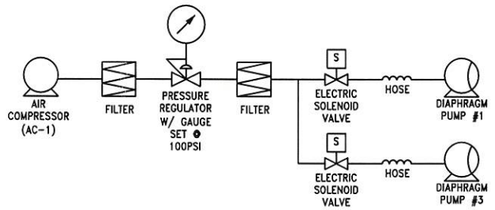
TYP. EXISTING OIL/WATER SEPARATOR SCHEMATIC

FOR INFORMATIONAL PURPOSES/REFERENCE ONLY



TYP. EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2)

FOR INFORMATIONAL PURPOSES/REFERENCE ONLY



EXISTING COMPRESSED AIR P&ID

FOR INFORMATIONAL PURPOSES/REFERENCE ONLY

EXISTING AIR COMPRESSOR MANUFACTURER INFORMATION				
AC-#	MANUFACTURER	FLOWRATE	PUMP MODEL #	SERIAL #
AC-1	QUINCY COMPRESSOR	35CFM @ 175PSI	QT-10	UTY710969

NOTES

1. FOR INFORMATIONAL PURPOSES/REFERENCE ONLY

EXISTING OIL/WATER SEPARATOR MANUFACTURER INFORMATION				
OWS-#	MANUFACTURER	FLOWRATE (GPM)	MODEL #	SERIAL #
OWS-1	CRAWFORD ENVIRONMENTAL CPS 2000	1 TO 25	MODEL LV	ILLEGIBLE
OWS-2	CRAWFORD ENVIRONMENTAL CPS 2000	1 TO 25	MODEL LV	ILLEGIBLE

EXISTING PUMP INFORMATION								
PUMP-#	LOCATION	MANUFACTURER	FLOWRATE (GPM)	HEAD (FT)	MODEL #	OPERATION	HP/V/A	COMMENT
1	BASIN #1	PLATING INTERNATIONAL, INC.	25	15	PI40 PP-PP/TF/TF/PP	AIR	N/A	SEE NOTE 1
2	BASIN #1	LIBERTY PUMPS	65	15	LE41AV	ELECTRIC	0.4/120/12	SEE NOTE 2
3	BASIN #2	PLATING INTERNATIONAL, INC.	25	15	PI40 PP-PP/TF/TF/PP	AIR	N/A	SEE NOTE 1
4	BASIN #2	LIBERTY PUMPS	50	15	LSG202A	ELECTRIC	2.0/240/15	SEE NOTE 2

GENERAL NOTES DEMOLITION

1. CONTRACTOR SHALL DISCONNECT EXISTING 1½"ø PLASTIC DIAPHRAGM PUMPS (PUMP #1 & #3) FROM EXISTING COMPRESSED AIR HOSE. DISCONNECT DIAPHRAGM PUMPS FROM OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO REPLACE PUMPS #1 & #3 – SEE DWG. 4090-GA2. EXISTING DIAPHRAGM PUMPS (PUMP #1 & #3) TO BE RETAINED BY THE CITY OF MOBILE FOR FUTURE USE.

2. CONTRACTOR SHALL DISCONNECT EXISTING 1½"ø SUBMERSIBLE PUMPS (PUMP #2 & #4) FROM EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO REPLACE PUMP #2 & #4 – SEE DWG. 4090-GA2. EXISTING SUBMERSIBLE PUMPS (PUMP #2 & #4) TO BE RETAINED BY THE CITY OF MOBILE FOR FUTURE USE.

3. CONTRACTOR SHALL DISCONNECT EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2) FROM EXISTING 3"ø DRAIN PIPE. CONTRACTOR TO INSTALL NEW SCH. 40 PVC TYPE PIPING – SEE DWG. 4090-GA2 FOR DETAILS

4. CONTRACTOR SHALL DISCONNECT, REMOVE AND DISPOSE OF ALL EXISTING FLEX PIPING AND ASSOCIATED FITTINGS FROM EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO INSTALL NEW FLEX PIPING AND ASSOCIATED FITTINGS – SEE DWG. 4090-GA2

5. CONTRACTOR SHALL DISCONNECT, REMOVE AND DISPOSE OF ALL ELECTRICAL PANELS AND CONDUIT FROM EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2). CONTRACTOR TO INSTALL NEW CONDUIT AND ELECTRICAL DISCONNECT – SEE DWG. 4090-GA2

6. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING OIL/WATER SEPARATOR (OWS-1 & OWS-2) AT A PERMITTED DISPOSAL LANDFILL FACILITY, IF APPLICABLE.

7. DEMOLITION PAY ITEM #1 INCLUDES ALL COST ASSOCIATED WITH DISCONNECTION OF ALL PUMPS, HOSES, PIPING, ETC. REQUIRED FOR REMOVING OF EXISTING OWS-1 AND OWS-2 AND ALL COST ASSOCIATED WITH DISPOSAL OF EXISTING OWS-1 & OWS-2.

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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

REV.	DESCRIPTION	DATE	BY	CHK'D
0	ISSUED FOR BID	06/27/22	MAD	JDG

Cowles, Murphy, Glover & ASSOCIATES
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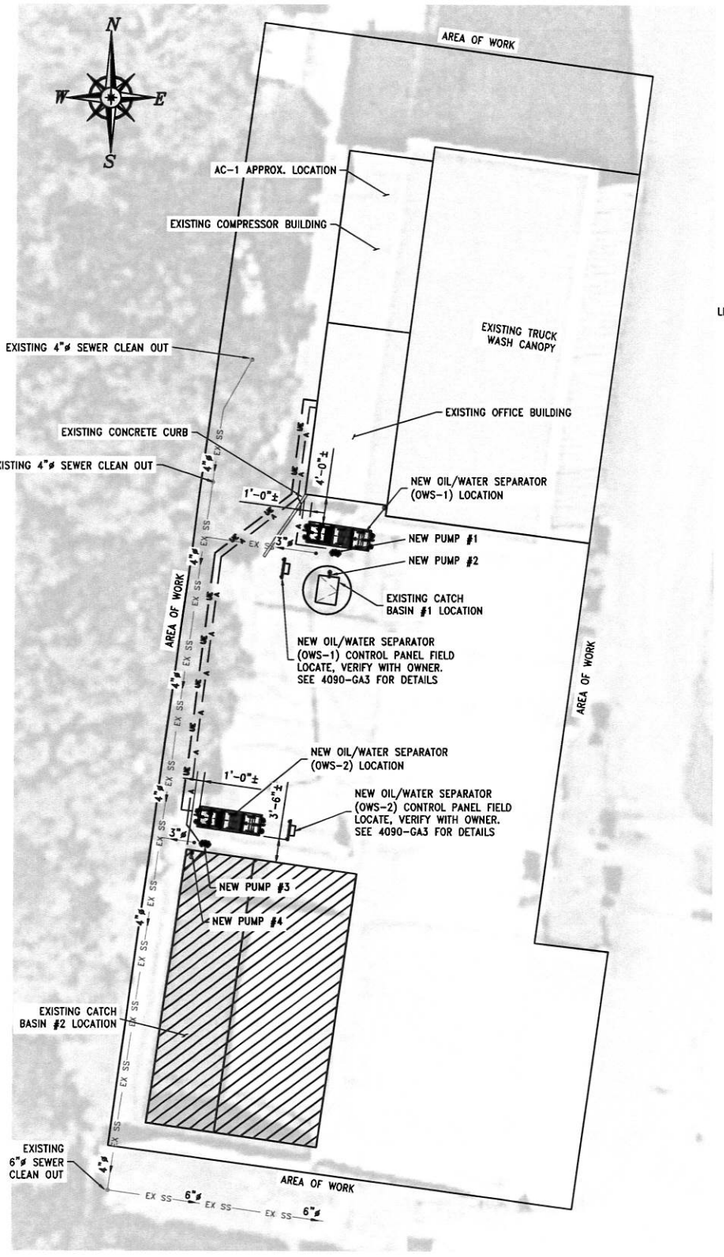
PROJECT

CITY OF MOBILE
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, ALABAMA

TITLE

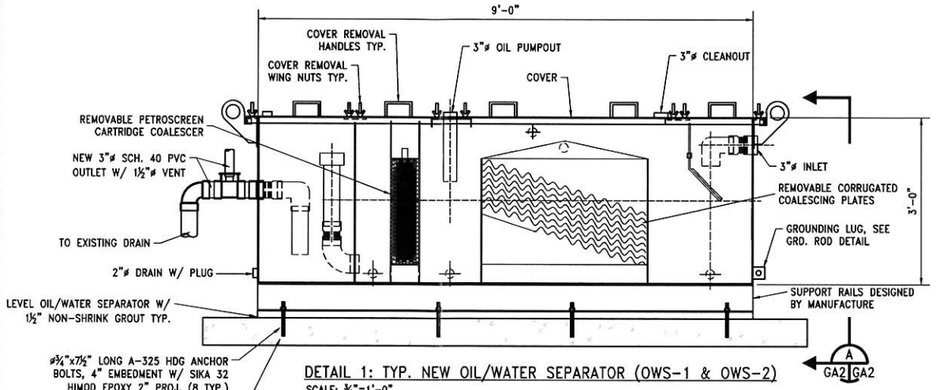
EXISTING GENERAL ARRANGEMENT

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	MAD	10/21/21	22x34 — OF —	0
JOB NO. 4090-21	CHECKED BY JDG	DATE 10/21/21	DRAWING NUMBER 4090-GA1	



SITE MAP
N.T.S.

EXISTING COMPRESSED AIR — A — A —
EXISTING UNDER GROUND ELECTRIC — UE — UE —
EXISTING ELECTRIC — E — E —
EXISTING SEWER SYSTEM — EX SS — EX SS —



DETAIL 1: TYP. NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2)
SCALE: ¾"=1'-0"

NEW OIL/WATER SEPARATOR MANUFACTURER INFORMATION				
OWS-ø	MANUFACTURER	FLOWRATE (GPM)	MODEL #	INLET & OUTLET DIA.
OWS-1	HIGHLAND TANK	50 GPM	HTC 600	3"ø
OWS-2	HIGHLAND TANK	50 GPM	HTC 600	3"ø

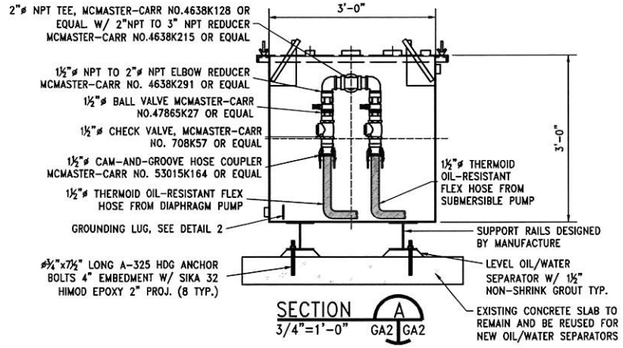
PUMP INFORMATION								
PUMP-ø	LOCATION	MANUFACTURER	FLOWRATE (GPM)	HEAD (FT)	MODEL #	OPERATION	HP/V/A	COMMENT
1	BASIN #1	VERSAMATIC OR APPROVED EQUAL	25	15	E40PP5T559A	AIR	N/A	NEW
2	BASIN #1	LIBERTY PUMPS OR APPROVED EQUAL	50	15	LSG202A	ELECTRIC	2.0/240/15	NEW
3	BASIN #2	VERSAMATIC OR APPROVED EQUAL	25	15	E40PP5T559A	AIR	N/A	NEW
4	BASIN #2	LIBERTY PUMPS OR APPROVED EQUAL	50	15	LSG202A	ELECTRIC	2.0/240/15	NEW

GENERAL NOTES
CONTRACTOR SHALL PROVIDE AND INSTALL NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2). NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) SHALL BE PLACED AT THE SAME LOCATION AS THE EXISTING. **BASIS OF DESIGN: HIGHLAND TANK HTC 600 ALTERNATE MANUFACTURERS: OIL WATER SEPARATOR TECHNOLOGIES AND MERCER INTERNATIONAL INC, OR APPROVED EQUAL**

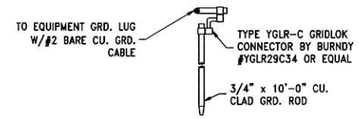
1. CONTRACTOR SHALL LEVEL NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) WITH 1½" MIN. NON-SHRINK GROUT. SEE SPECIFICATION SECTION 91000.01.
2. CONTRACTOR SHALL INSTALL REQUIRED FITTINGS TO NEW OIL WATER SEPARATORS (OWS-1 & OWS-2) AS SHOWN.
3. CONTRACTOR SHALL CONNECT NEW 1½"ø PLASTIC DIAPHRAGM PUMP (PUMP #1) TO NEW OIL/WATER SEPARATOR (OWS-1). CONTRACTOR SHALL INSTALL NEW THERMOID OIL-RESISTANT FLEX HOSE BETWEEN THE DIAPHRAGM PUMP OUTLET AND OIL/WATER SEPARATOR.
4. CONTRACTOR SHALL CONNECT NEW 1½"ø SUBMERSIBLE PUMP (PUMP #2) TO OIL/WATER SEPARATOR (OWS-1). CONTRACTOR SHALL INSTALL NEW 1½"ø FLEX HOSE BETWEEN THE SUBMERSIBLE PUMP OUTLET AND OIL/WATER SEPARATOR.
5. CONTRACTOR SHALL CONNECT NEW 1½"ø PLASTIC DIAPHRAGM PUMP (PUMP #3) TO NEW OIL/WATER SEPARATOR (OWS-2). CONTRACTOR SHALL INSTALL NEW 1½"ø THERMOID OIL-RESISTANT FLEX HOSE BETWEEN THE DIAPHRAGM PUMP OUTLET AND OIL/WATER SEPARATOR.
6. CONTRACTOR SHALL CONNECT NEW 1½"ø SUBMERSIBLE PUMPS (PUMP #4) TO NEW OIL/WATER SEPARATOR (OWS-2). CONTRACTOR SHALL INSTALL NEW 1½"ø FLEX HOSE BETWEEN THE SUBMERSIBLE PUMP OUTLET AND OIL/WATER SEPARATOR.
7. CONTRACTOR SHALL CONNECT NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2) TO EXISTING 3"ø DRAIN. ALL NEW DRAIN PIPING TO BE PVC SCHEDULE 40 – SEE DETAIL 1
8. CONTRACTOR SHALL SUPPLY AND INSTALL REQUIRED CONDUIT, FITTINGS AND CONDUCTORS TO CONNECT NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2) CONTROL PANELS TO EXISTING ELECTRICAL POWER FEED.
9. OWS-1 & OWS-2 PAY ITEMS #2 & #3 INCLUDE ALL COST ASSOCIATED WITH PURCHASING NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2).
10. NEW PUMPS (#1, #2, #3, #4) PAY ITEM #4 INCLUDES ALL COST ASSOCIATED WITH PURCHASING NEW PUMPS (#1, #2, #3, #4) THAT CONTRACTOR SHALL INSTALL.
11. PIPE/FITTINGS/HOSES/ETC. PAY ITEM #5 INCLUDES ALL COST ASSOCIATED WITH PURCHASING NEW DRAIN PIPE, FITTINGS, HOSES, COUPLINGS, AND VALVES ASSOCIATED WITH INSTALLATION OF NEW EQUIPMENT; AS REQUIRED TO HAVE NEW NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) FUNCTION AS DESIGNED.
12. ELECTRICAL PAY ITEM #6 INCLUDES ALL COST ASSOCIATED WITH PURCHASING FITTINGS, CONDUIT, CONDUCTORS AND DISCONNECTS ASSOCIATED WITH INSTALLATION OF NEW EQUIPMENT. REFERENCE DWG. 4090-GA3
13. INSTALLATION PAY ITEM #7 INCLUDES ALL COST ASSOCIATED WITH THE INSTALLATION OF NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2), NEW PUMPS (#1, #2, #3, #4), ELECTRICAL, AND PIPE/FITTINGS/HOSES/ETC; AS REQUIRED TO HAVE NEW NEW OIL/WATER SEPARATORS (OWS-1 & OWS-2) FUNCTION AS DESIGNED.

OIL/WATER SEPARATOR (OWS-1 & OWS-2) MAINTENANCE SCHEDULE			
MONTHS 6	MONTHS 12	PROCEDURE	COMMENTS
X	X	INSPECT OIL/WATER SEPARATOR	IF SEDIMENT EXCEEDS A 12-INCH DEPTH OR IF AN OIL LAYER IS PRESENT A CLEANING MUST OCCUR
	X	CLEAN OIL/WATER SEPARATOR	DISPOSE CONTENTS OF THE CLEANING IN ACCORDANCE TO CITY OF MOBILE WASTE REGULATIONS
	X	CLEAN REMOVABLE COALESCING PLATES	DISPOSE CONTENTS OF THE CLEANING IN ACCORDANCE TO CITY OF MOBILE WASTE REGULATIONS
	X	CLEAN PETROSCREEN CARTRIDGE COALSCER	DISPOSE CONTENTS OF THE CLEANING IN ACCORDANCE TO CITY OF MOBILE WASTE REGULATIONS

*FOR CITY OF MOBILE PUBLIC WORK INFORMATION ONLY



SECTION A
3/4"=1'-0"



DETAIL 2: GRD. ROD CONNECTION
NTS

OWS-1 & OWS-2 PUMP SYSTEM DESCRIPTION
TWO PUMPS SHALL BE INCORPORATED INTO THE DESIGN OF EACH NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2). PRIMARY PUMP (PUMP #1 OR #3) 25 GPM AIR DIAPHRAGM PUMP WITH A NC (NORMALLY CLOSED) SOLENOID VALVE, AND FLOAT SWITCH. SECONDARY PUMP (PUMP #2 OR #4) 50 GPM ELECTRIC GRINDER PUMP W/ AUTOMATIC FLOAT SWITCH.

SEQUENCE OF OPERATION
1. PUMP #1 OR #3 SHALL OPERATE WITH AN H-O-A SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED)

B. HAND MODE – PUMP #1 OR #3 SHALL RUN UNTIL THE SWITCH IS PLACED INTO OFF OR AUTO.

C. AUTO MODE (NORMAL OPERATION LOCATION) – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED) UNTIL THE FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– SOLENOID VALVE SHALL OPEN AND ALLOW PUMP #1 OR #3 TO BEGIN OPERATING; PUMP #1 OR #3 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS LOW WATER POSITION.
- LOW WATER POSITION– SOLENOID VALVE SHALL RETURN TO THE CLOSED POSITION AND PUMP #1 OR #3 SHALL BE OFF.

2. PUMP #2 OR #4 SHALL OPERATE WITH AN H-O SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE (NORMAL OPERATION LOCATION) – PUMP #2 OR #4 SHALL BE OFF

B. HAND MODE – PUMP #1 OR #3 SHALL BE OFF AND REMAIN OFF; PUMP #2 OR #4 SHALL BE OFF UNTIL THE AUTOMATIC FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– PUMP #2 OR #4 TO BEGIN OPERATING, PUMP #2 OR #4 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS TO LOW WATER POSITION.
- LOW WATER POSITION– PUMP # 2 OR #4 SHALL BE OFF AND H-O SWITCH SHALL BE PLACED IN THE OFF POSITION.

3. OIL/WATER SEPARATOR (OWS) SHALL BE EQUIPPED WITH THREE (3) ALARMS.

- HIGH WATER LEVEL
- HIGH OIL LEVEL
- HIGH-HIGH OIL LEVEL

A. HIGH WATER LEVEL– IF WATER LEVELS INSIDE OF OWS REACH HIGH WATER LEVELS ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.

B. HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH OIL LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND BE FOLLOWED BY AN ALARM.

C. HIGH-HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH-HIGH WATER LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.

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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

REV.	DESCRIPTION	DATE	BY	CHK'D
0	ISSUED FOR BID	06/27/22	MAD	JDG

Cowles, Murphy, Glover & ASSOCIATES
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE
457 St. Michael St., Mobile, AL 36602
13 Thrash Rd., LaGrange, GA 30241
11880 Cranston Dr. Ste 102, Arlington, TN 38002
Alabama (251) 433-1611
Georgia (706) 302-2831 Tennessee (901) 290-5444

PROJECT
CITY OF MOBILE
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, ALABAMA

TITLE
NEW GENERAL ARRANGEMENT

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	MAD	10/21/21	22x34 — of —	0
JOB NO. 4090-21	CHECKED BY JDG	DATE 10/21/21	DRAWING NUMBER 4090-GA2	

OWS-1 & OWS-2 PUMP SYSTEM DESCRIPTION

TWO PUMPS SHALL BE INCORPORATED INTO THE DESIGN OF EACH NEW OIL/WATER SEPARATOR (OWS-1 & OWS-2). PRIMARY PUMP (PUMP #1 OR #3) 25 GPM AIR DIAPHRAGM PUMP WITH A NC (NORMALLY CLOSED) SOLENOID VALVE, AND FLOAT SWITCH. SECONDARY PUMP (PUMP #2 OR #4) 50 GPM ELECTRIC GRINDER PUMP W/ AUTOMATIC FLOAT SWITCH.

SEQUENCE OF OPERATION

1. PUMP #1 OR #3 SHALL OPERATE WITH AN H-O-A SWITCH LOCATED ON THE CONTROL PANEL.

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C. AUTO MODE (NORMAL OPERATION LOCATION) – PUMP #1 OR #3 SHALL BE OFF (SOLENOID VALVE CLOSED) UNTIL THE FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– SOLENOID VALVE SHALL OPEN AND ALLOW PUMP #1 OR #3 TO BEGIN OPERATING; PUMP #1 OR #3 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS LOW WATER POSITION.
- LOW WATER POSITION– SOLENOID VALVE SHALL RETURN TO THE CLOSED POSITION AND PUMP #1 OR #3 SHALL BE OFF.

2. PUMP #2 OR #4 SHALL OPERATE WITH AN H-O SWITCH LOCATED ON THE CONTROL PANEL.

A. OFF MODE (NORMAL OPERATION LOCATION) – PUMP #2 OR #4 SHALL BE OFF

B. HAND MODE – PUMP #1 OR #3 SHALL BE OFF AND REMAIN OFF; PUMP #2 OR #4 SHALL BE OFF UNTIL THE AUTOMATIC FLOAT SWITCH LOCATED IN CATCH BASIN REACHES HIGH WATER POSITION.

- HIGH WATER POSITION– PUMP #2 OR #4 TO BEGIN OPERATING, PUMP #2 OR #4 SHALL OPERATE UNTIL FLOAT SWITCH RETURNS TO LOW WATER POSITION.
- LOW WATER POSITION– PUMP # 2 OR #4 SHALL BE OFF AND H-O SWITCH SHALL BE PLACED IN THE OFF POSITION.

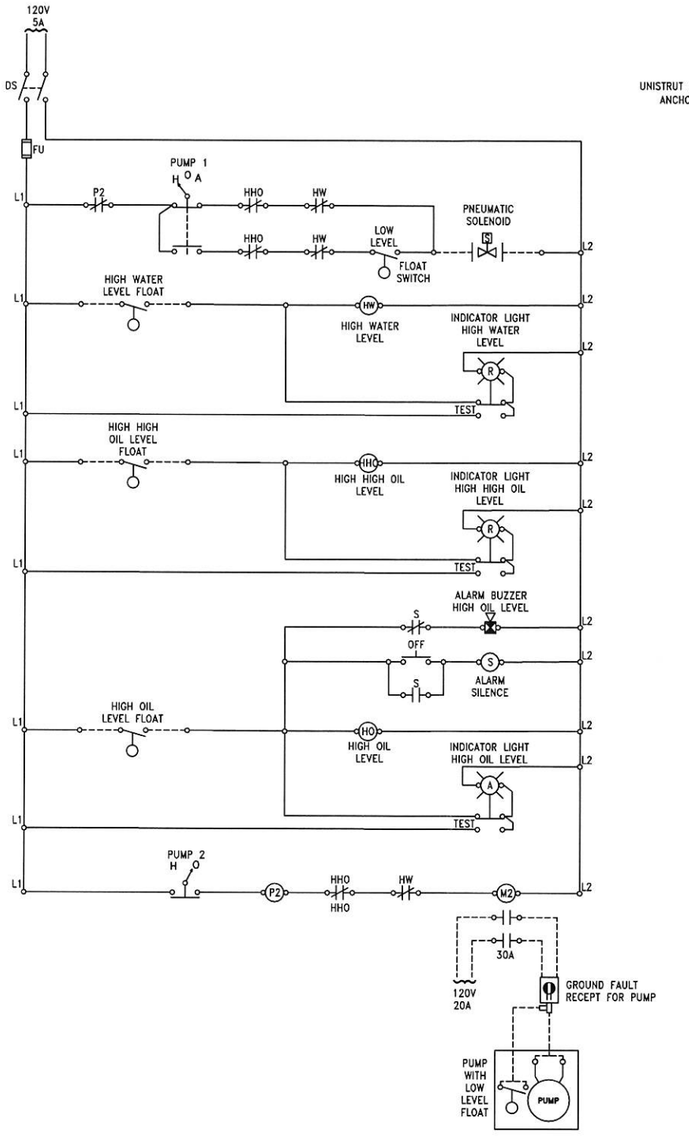
3. OIL/WATER SEPARATOR (OWS) SHALL BE EQUIPPED WITH THREE (3) ALARMS.

- HIGH WATER LEVEL
- HIGH OIL LEVEL
- HIGH-HIGH OIL LEVEL

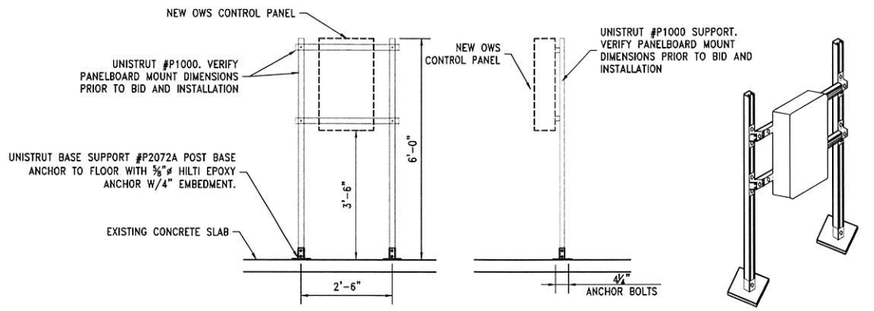
A. HIGH WATER LEVEL– IF WATER LEVELS INSIDE OF OWS REACH HIGH WATER LEVELS ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.

B. HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH OIL LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND BE FOLLOWED BY AN ALARM.

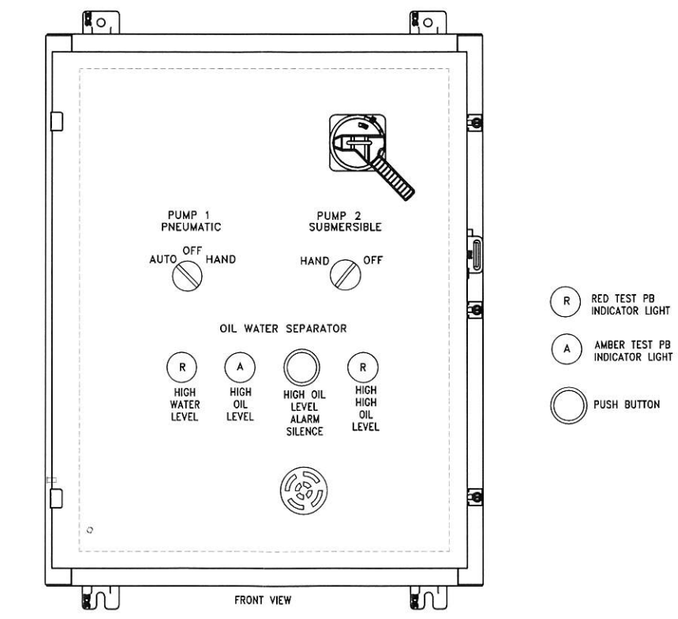
C. HIGH-HIGH OIL LEVEL– IF OIL LEVELS INSIDE OF OWS REACH HIGH-HIGH WATER LEVEL AN INDICATOR LIGHT LOCATED ON THE CONTROL PANEL SHALL ILLUMINATE AND ALL PUMPS (PUMP #1 OR #3 & PUMP #2 OR #4) SHALL BE OFF.



OIL/WATER SEPARATOR (OWS-1 & OWS-2) PUMP CONTROL DIAGRAM
NTS



CONTROL PANEL SUPPORT
NTS



TYP. OIL/WATER SEPARATOR PUMP CONTROL LAYOUT
NTS, REFERENCE DWG. 4090-GA2 FOR LOCATION OF OWS-1 & OWS-2 CONTROL PANELS

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CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

REV.	DESCRIPTION	DATE	BY	CHK'D
0	ISSUED FOR BID	06/27/22	MAD	JDG

Cowles, Murphy, Glover & ASSOCIATES
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Georgia (706) 302-2831 Tennessee (901) 290-5444

PROJECT
CITY OF MOBILE
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, ALABAMA

TITLE
OIL WATER PUMP CONTROL DIAGRAM

SCALE	DRAWN BY	DATE	SHEET	REV.
AS NOTED	JJM	11/21/21	— OF — (22x34)	0
JOB NO. 4090-21	CHECKED BY JDG	DATE 11/21/21	DRAWING NUMBER 4090-GA3	

ATTACHMENT "F"

PROJECT ADDENDUMS

CITY OF MOBILE
Oil/Water Separator Replacement - Municipal Garage
City of Mobile Project No. 2022-3005-05

ADDENDUM #1

Addendum #1 items:

- Questions and answers that were received during the pre-bid meeting, by telephone, and/or by electronic mail that were due by Thursday, July 28, 2022 at 12pm.
- Sign-in sheet from pre-bid meeting
- Revised Dwg. 4090-GA1 Rev. 1
- Revised Dwg. 4090-GA2 Rev. 1
- Revised Dwg. 4090-GA3 Rev. 1

Instructions: Please acknowledge receipt of this addendum by signing this form and including it in your submittal August 3, 2022.

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.

ROB'T J. BAGGETT, INC.
Company

Kristina Nunnally
Authorized Signature
KRISTINA NUNNALLY - DOCUMENT CONTROL

8-1-22
Date

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2022 - 8:41 AM

RESOLUTION

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

Adopted:

_____

City Clerk

41-702 **2022**

RESOLUTION

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

Adopted: AUG 16 2022

Sara Rafenbach-Gaultt
ASSISTANT City Clerk

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

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Drop Off Transit to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on August 30, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jarvis Bush individually or on behalf of Drop off Transit, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Jarvis Bush

Business Address: _____

Telephone: _____ Trade Name Drop off Transit

Business Information

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

Birthdate: 8/28/83 SSN:

Residence Address:

1257 Dabney Dr. Mobile, AL 36605
Address City State Zip code

Telephone Number: Driver's License #:

Residing in Mobile County: Years: 38 Months: _____

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
✓ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A _____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Jarvis Bush	Owner		

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

Name	Date	Amount	Location	Disposition

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

Taxicab ☐ Sedan ☑ (JD) Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Friday 6:00Am - 5:30pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Chrysler	Year:	2007	Model:	Town & Country
Make:		Year:		Model:	
Make:		Year:		Model:	

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

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jarvis Bush
Applicant's Signature

NAME OF ENTITY:

Drop off Transit

By: Jarvis Bush
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS 10 **DAY OF** August **,** 2022

Angelia Manley Tait
Notary Public

My Commission Expires:
March 24, 2024

Personal Data Report

General Descriptors

Name:	BUSH, JARVIS RYAN		
Address:		**Nick Name:**	
Phone:	-		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	8/28/1983
Sex:	M	**Age:**	38
Weight:	190	**Eyes:**	BROWN
Height:	6'05"	**Facial:**	MUSTACHE (THIN)
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #**	**DL Type:** D	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: C. Knight
DATE: 08-09-2022

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Elaine Thompson

Amount of Contract:

n/a

Effective Date of Contract:

9/6/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Elaine Thompson

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 - Elaine Thompson	Resolution Letter	8/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/25/2022 - 8:20 AM
			8/25/2022 -

Legal	Kern, Chris	Approved	10:04 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2022 - 2:43 PM

2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Elaine Thompson, 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\D023\P006\00110090.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:8/30/2022

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/30/2022
agreement	Cover Memo	8/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/30/2022 - 8:51 AM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City Council of the City of Mobile hereby determines that it is in the best interest of the City and will serve a public purpose to enter an agreement with Mobile County, under which the City will contribute $5,000,000.00 towards a County project, as follows:

County Soccer Complex	$2,000,000
Aquatics Center	$3,000,000;

NOW THEREFORE, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,** that the Mayor and City Clerk be, and hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the City of Mobile ("City") and Mobile County, Alabama ("County") for the development and expansion of the Mobile County Sportsplex within the City of Mobile, Alabama, as outlined in the contract attached hereto and made a part hereof.

ADOPTED:

_____

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR DEVELOPMENT AND EXPANSION OF THE MOBILE COUNTY SPORTSPLEX WITHIN THE CITY OF MOBILE, ALABAMA

WHEREAS, Counties and Municipalities in the State of Alabama are authorized to expend public funds when a public purpose will be thereby served, and may enter into mutual agreements providing for the improvement, construction, management, and maintenance of athletic fields and facilities which benefit the public on land lying within the corporate limits of an incorporated municipality; and

WHEREAS, the City of Mobile, Alabama ("City"), situated in Mobile County, Alabama, and Mobile County, Alabama ("County"), each find that a public purpose will be served by the expenditure of funds for the development and expansion of the Mobile County Sportsplex located within City; and

WHEREAS, County has planned the Mobile County Sportsplex Phase II and Phase III expansion projects, which include additional parking lots, a sodded championship field, public restrooms, team locker rooms, a press box, seating for approximately 1400 spectators, a fifth lighted field with artificial turf, and an aquatic center (the "Project"), and City desires to contribute financial assistance for said construction;

WHEREAS, County and City deem it necessary and desirable to set out the terms of this agreement with regard to funding and construction of the Project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, Mobile County, a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation acting by and through its duly authorized Mayor, enter into the following mutual agreement:

1. That the City will appropriate for the use of the County the sum of $5,000,000.00 (the "Funds") to be paid toward the construction of the Mobile County Sportsplex as provided herein.

2. That the County agrees to utilize the funds solely for the Project, that is, construction and implementation of Phase II and Phase III of the Mobile County Sportsplex, including the specific elements thereof as stated above, and these funds shall supplement, not supplant, the County contribution.

3. That the funds will be disbursed with an initial payment of $2,000,000.00, upon full execution of this Agreement by both parties, with said $2,000,000.00 of the funds to be used for construction of the soccer fields at the Mobile County Sportsplex.

4. That the disbursement of the remaining $3,000,000.00 shall be conditioned upon notice from County that it has advertised for bid the construction of the aquatic center at the Mobile County Sportsplex, and said second disbursement of funds shall be used exclusively for that purpose. Said payment shall be paid in fifteen (15) days of the date of said notice and if for any reason the County does not accept the lowest responses from the responsible bidder then the funds shall be remitted back to the City, unless an agreement between the parties otherwise.

5. That following final acceptance of the Project, County shall refund to City any portion of the funds, which are unused or used for any other purpose.

6. That on or before March 31, 2023, or such later time no more than thirty (30) days following completion of the Project, County shall provide to City a report which shall summarize the accomplishments and activities of County relating to the construction of the above described Project; such report shall be signed by the County Finance Director.

7. That County shall in the performance of this contract comply strictly with all state

and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

8. That County shall be and at all times remain responsible for the design, improvements, and construction of the Project, and City shall have no liability in connection therewith.

IN WITNESS WHEREOF, the parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

ATTEST:	MOBILE COUNTY COMMISSION
_____	_____
Glenn L. Hodge, County Administrator	Connie Hudson, President
Date: _____	
ATTEST:	CITY OF MOBILE, ALABAMA
_____	_____
Clerk	William S. Stimpson, Mayor
Date: _____	