



AGENDA MOBILE CITY COUNCIL MEETING

Tuesday, August 29, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Margaret Rickey, Public Safety Chaplain
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
August 22, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

Request of LaSheryl Dotch for a waiver of the Noise Ordinance at Mardi Gras Park on October 4-6, 2023, from 6:00 a.m. - 12:00 a.m. (District 2).

Request of Jonni Nottingham for a waiver of the Noise Ordinance at 540 Texas Street on October 14, 2023, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Jonni Nottingham for a waiver of the Noise Ordinance at 540 Texas Street on October 21, 2023, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Shirley Clark for a waiver of the Noise Ordinance at 1307 McArthur Street on September 23, 2023, from 5:00 p.m. - 10:00 p.m. (District 3).

Request of Catherine Williams for a waiver of the Noise Ordinance at Arlington Park on December 2, 2023, from 1:00 p.m. - 4:00 p.m. (District 3).

Request of Maryvale Place Apartments for a waiver of the Noise Ordinance at 1901 Hurtel Street on August 31 & September 1, 2023, from 4:00 a.m. - 1:00 p.m. (District 3).

Request of Kainysha Darby for a waiver of the Noise Ordinance at Municipal Park on October 21, 2023, from 3:00 p.m. - 7:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1 and B-2 to B-1 (District 1).

Public hearing to rezone property located at north side of Old Shell Road, 340' +/- east of Cosgrove Drive from R-1 to B-1 (District 7).

Public hearing to modify a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North (District 3).

Public hearing to rezone property located at 3901 Cottage Hill Road from B-1 to R-1 (District 4)

Public hearing to fix costs for demolition of the structure at 906 Donald Street; \$4,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 107 Randolph Street; \$3,200.00 (District 1).

Public hearing to fix costs for demolition of the structure at 1853 Toulmin Avenue; \$5,000.00 (District 1).

Public hearing to fix costs for demolition of the structure at 604 Titi Street; \$4,200.00 (District 2).

Public hearing to fix costs for demolition of the structure at 5014 Perin Road; \$3,650.00 (District 4).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Pierce - To give an update on the Mobile Housing Authority.

C Pichoff-DeLorca - Address LGBTQIA+ inclusionary practices and the recent dismissal of City liasions.

Rodney Toomer - Concerns about the closing of the Optimist Boys & Girls Club without a contingency plan in place.

Teresa Bettis - Questions about ARP spending for fair housing in Mobile.

Reverend Tony Algood - Concerns about the need for transparency in police related shootings.

Christine Dallas - Questions about why the police have not released the body cam footage in regards to the death of Jawan Dallas.

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

LaTanga Thompson - Request the release of the body cam footage concerning Jawan Dallas.

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

Phil Williams - Questions about why the police have not released the body cam footage concerning the death of Jawan Dallas.

Dr. Roderick Esquire - Questions about the death of Jawan Dallas.

Shiron Allen - Request the release of the body cam footage about Jawan Dallas.

Robert Clopton - Asking for the release of the body cam footage concerning the death of Jawan Dallas.

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

13. ORDINANCES HELD OVER

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

14. CONSENT RESOLUTIONS HELD OVER

40-707 Declare the structure at 1823 St. Charles Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-874 Fix costs for demolition of the structure at 1212 Seneca Street; \$3,200.00 (sponsored by Councilmember Small).

15. CIP RESOLUTIONS HELD OVER

08-920 Approve purchase order to Digital Aerial Solutions, LLC for processing and production of map contours for GIS; \$39,271.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-921 Authorize contract with Watkins Acy Strunk Design, Inc. for site improvements at Tricentennial Park; \$73,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

16. RESOLUTIONS HELD OVER

21-901 Authorize contract with Volkert & Associates, Inc. for professional

program management services for the Civic Center; \$945,259.47 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

01-922 Authorize agreement with Raul Malaver to provide tennis lessons and clinics for Parks & Recreation Department; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

08-923 Approve purchase order to CDW Government, LLC for iPad tablets with vehicle mounts for MFRD; \$15,514.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-924 Approve purchase order to Cintas Corporation, d/b/a Cintas Corporation No. 2, for insulated jackets and bib overalls for Public Services Dept.; \$16,275.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-925 Approve purchase order to Gordon Companies, Inc. for walk-through Christmas tree for Parks & Recreation Department; \$28,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-926 Approve purchase order to Gordon Companies, Inc. for lighted snowflake street pole decorations for Parks & Recreation Department; \$26,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-928 Approve purchase order to SunSouth, LLC for John Deere Tractor; \$194,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-929 Approve purchase order to Turner Wilson Fence Co., LLC for fencing for Cruise Terminal off-site parking; \$20,866.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-930 Approve purchase order to VC3, Inc. for annual renewal of MIT data security backup and recovery services; \$126,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-931 Approve purchase order to Vertiv Corporation for annual renewal of maintenance services for MIT Museum Drive; \$16,369.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-932 Re-allocate funds from General Fund, REAM Facilities to Capital Project Fund, Civic Center Marketing to fund professional services contract; \$90,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

09-933 Transfer funds from General Fund Unassigned Fund Balance to City

Hall Overhead Ladd Stadium for Ladd Stadium Fiscal Plan; \$200,000.00 (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

13-934 Authorize change order with Rob't J. Baggett, Inc. for joint replacement at the Convention Center Exhibit Hall; \$59,638.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-935 Authorize contract with Hadley Construction Specialties, Inc. for window repairs at 200 Government Street; \$104,290.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-936 Authorize contract with Double AA Construction Company, LLC for re-roofing at MPD Third Precinct; \$182,400.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-937 Authorize contract with H. O. Weaver & Sons, Inc. for 2022 PAYGO Resurfacing; \$10,826,321.48 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-938 Authorize contract with Waste Pro of Alabama, Inc. for residential garbage and trash services; NTE \$1,200,000.00 for per year for 3 years (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

21-939 Authorize contract with John G. Walton Construction Co., Inc., for 2022 PAYGO, Hamilton Boulevard Resurfacing; \$1,426,577.00 (sponsored by Councilman Reynolds and Mayor Stimpson) (submitted by Nick Amberger Engineering Dept.).

28-940 Waive building permit fees for ten residential properties annexed into the City effective July 25, 2023 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

37-941 Approve license with Yumul International Enterprises, LLC for Cruise Terminal Crew Shop; \$750.00 per month for 1 year (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

60-942 Authorize Settlement Agreement and Release of Claims; Brown (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-943 Authorize Settlement Agreement and Release of Claims; Holder (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-944 Authorize Settlement Agreement and Release of Claims; Martin (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. ORDINANCES BEING INTRODUCED

64-040 Rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1 and B-2 to B-1 (sponsored by Councilmember Penn).

64-041 Rezone property located at north side of Old Shell Road, 340' +/- east of Cosgrove Drive from R-1 to B-1 (sponsored by Councilmember Gregory).

64-042 Modify a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North (sponsored by Councilmember Small).

64-043 Rezone property located at 3901 Cottage Hill Road from B-1 to R-1 (sponsored by Councilmember Reynolds).

18. CONSENT RESOLUTIONS BEING INTRODUCED

09-945 Transfer funds from District 2 Discretionary Account to Parks and Recreation General Fund account to assist with the Harvest Giveaway at the Seals Community Center (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

40-946 Fix costs for demolition of the structure at 906 Donald Street (sponsored by Councilmember Penn).

40-947 Fix costs for demolition of the structure at 107 Randolph Street (sponsored by Councilmember Penn).

40-948 Fix costs for demolition of the structure at 1853 Toulmin Avenue (sponsored by Councilmember Penn).

40-949 Fix costs for demolition of the structure at 604 Titi Street (sponsored by Councilmember Carroll).

40-950 Fix costs for demolition of the structure at 5014 Perin Road (sponsored by Councilmember Reynolds).

58-951 Declare weeds noxious, Group 1647.

60-952 Approve award of special bonus to the Administrative Services Employee of the Month; Patronas (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services).

60-953 Determine an appropriation to Senior Citizens Services, Inc., d/b/a Via Health, Fitness and Enrichment Center, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-954 Determine an appropriation to Dearborn Young Men's Christian Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-955 Determine an appropriation to Jaguar Athletic Fund, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-956 Determine an appropriation to Mobile Symphonic Pops Band, Inc. serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-957 Determine an appropriation to Community Services for Vision Rehabilitation, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-976 Determine an appropriation to Little Flower Catholic Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

19. CIP RESOLUTIONS BEING INTRODUCED

21-958 Authorize contract with AECOM Technical Services, Inc. for District 6 traffic signal improvements; \$76,199.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-959 Authorize contract with Justus J. Addiss IV, d/b/a J & A Contracting, Inc., for fountain repairs at Unity Point Park; \$44,000 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-960 Authorize contract with Aeiker Construction Corporation for new splashpad at Baumhauer-Randle Park; \$371,175.00 (sponsored by Councilmember C.J. Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

20. RESOLUTIONS BEING INTRODUCED

01-961 Authorize agreement with Matthew Brooks for racquet stringer services for Parks and Recreation Dept.; NTE \$70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

09-962 Transfer funds from Capital Improvement Project Engineering, ROW, and Testing to Capital Project for Michigan Ave. Crossing; \$44,265.04 (sponsored by Councilmembers Carroll & Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

09-963 Appropriate funds in the Rebuild Alabama Special Revenue fund for TIGER/Dr. MLK, Jr. Avenue/Broad St. project; \$1,300,000.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., and Jennifer Greene, Program/Project Mgmt.).

21-964 Authorize contract with Smith, Dukes & Buckalew, LLP to perform auditing and financial reporting services for fiscal years 2023, 2024 and 2025; amounts NTE \$220,000, \$230,000, and \$241,000 (sponsored by Mayor Stimson) (submitted by Donna Bryars, Accounting Dept.).

21-965 Authorize contract with Integrity Maintenance, LLC for cruise terminal painting; \$30,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-966 Authorize contract with Clear Risk US Corp for claims admin software and services; \$NTE \$150,000 for each 3-year period (sponsored by Mayor Stimpson) (submitted by Rob Lasky, Office of Professional Responsibility).

21-967 Authorize contract with A1 McDuffie Sanitation, LLC to provide residential garbage and trash services; NTE \$1,500,000.00 for 3 years (sponsored by Mayor Stimpson).

25-968 Accept temporary construction easements for N. Washington Avenue culvert and street repair project (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Nick Amberger and Carleen Stout-Clark).

31-969 Amend ADEM Alabama Recycling Funds Grants Program budget to establish third location (sponsored by Mayor Stimpson) (submitted by Casi Callaway, Resilience Dept.).

35-970 Authorize lease agreement with River Yacht Basin Marina, LLC for boat slip for Mobile Fire and Rescue marine vessel (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD and Carleen Stout-Clark, REAM Dept.).

60-971 Authorize Settlement Agreement and Release of Claims; Williams (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21. CALL FOR PUBLIC HEARINGS

41-972 Call for public hearing to rezone property located at 2258 Airport Boulevard and 267 Seminole Street from R-1 and B-2 to B-2 (scheduled for September 26, 2023) (District 1).

41-973 Call for public hearing to assent to the vacation of portion of an alley located between 1010 and 1012 Old Shell Road (scheduled for September 26, 2023) (District 2).

41-974 Call for public hearing to consider a vacation right-of-way fee as a condition of the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road (scheduled for September 26, 2023) (District 2).

41-975 Call for public hearing to consider adoption of the 2023-2024 General Fund, Capital Improvement Fund, and Convention Center Fund budgets

(scheduled for September 5, 2023).

22. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 -
11:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 -
11:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/24/2023 - 10:55 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: LaSheryl Dotch
PLEASE PRINT ALL INFORMATION

251-654-1133

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) Gulf Coast Challenge

950 Dauphin Street Mobile, AL 36604

Mailing Address of Applicant _____

Telephone No. _____ E-mail address lasheryl@bbmsportsandevents.com

Location or address of event where amplification will be used:
Mardi Gras Park

Date of Event: October 4,5,6, 2023 Starting Time: 6:00 am Ending Time 12:00am

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

concert

Type of Event: _____

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

Q2



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/24/2023 - 10:56 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: Jonni Nottingham

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-395-2839 Cell Number: 251-395-2839

Organization (if applicable) Airbus

Mailing Address of Applicant 320 Airbus Way, Mobile, AL 36615

Telephone No. 251-395-2839 E-mail address jonni.nottingham@airbus.com

Location or address of event where amplification will be used:

James Seals Community Center and Park: 540 Texas Street, Mobile, AL 36603

Date of Event: 10-14-23 Starting Time: 2PM Ending Time 10PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Employee Appreciation Concert + Football Watch Party

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

Music containing obscene language or profanity is prohibited

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

2023 AUG 24 AM 8:16

22



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Nottingham2	Cover Memo	8/24/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/24/2023 - 10:58 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]:

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

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

Name of Applicant: Jonni Nottingham

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-395-2839 Cell Number: 251-395-2839

Organization (if applicable) Airbus

Mailing Address of Applicant 320 Airbus Way Mobile, AL 36615

Telephone No. 251-395-2839 E-mail address jonni.nottingham@airbus.com

Location or address of event where amplification will be used:

540 Texas Street, Mobile, AL 36603

Date of Event: 10-21-23 Starting Time: 2PM Ending Time 10:00pm

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

Type of Event: Concert + Football Watch Party

Do you plan to sell alcohol at this event? ☐ YES ☒ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

2023 AUG 16 PM 10:42

DD



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Clark

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
10:59 AM



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

Name of Applicant: Shirley CLARIS
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 251-648-1622

Organization (if applicable) —

Mailing Address of Applicant 1307 McARTHUR ST MOBILE, ALA 36605

Telephone No. — E-mail address MSSJC 1307@gmail.com

Location or address of event where amplification will be used:

1307 McARTHUR ST MOBILE, ALA 36605

Date of Event: 9-23-2023 Starting Time: 5:pm Ending Time 10:pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Dawn Party

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

CITY OF MOBILE
2023 AUG 23 PM 12:00

23



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	8/24/2023 - 11:01 AM

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(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: Catherine Small Williams

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2513275101

Organization (if applicable) _____

Mailing Address of Applicant 1712 Gwin Court Mobile, AL

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

Location or address of event where amplification will be used:

Arlington Park

Date of Event: 12/02/23 Starting Time: 1:00pm Ending Time: 4:00pm

(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 _____ no _____ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

DB



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Maryvale

Cover Memo

8/25/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:04 AM



✓
CITY CLERK'S DEPARTMENT
2023 AUG 24 AM 10:59

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 a.m. 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: Maryvale Place Apartmentss

PLEASE PRINT ALL INFORMATION

Home Phone Number: 205-345-0955 Cell Number: _____

Organization (if applicable) Doug Hollyhand Realty, Inc

Mailing Address of Applicant 527 Main Ave, Northport, AL 35476

Telephone No. 205-345-0955 E-mail address mike@hollyhand.com

Location or address of event where amplification will be used:

1901 Hurtel Street

Date of Event: ~~8-30-23~~ 8.31.23 Starting Time: 4:00 Ending Time 1:00pm

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

Type of Event: Pour Concrete

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

D3



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

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

Darby

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:05 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: KAINYSHA DARBY

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2514428865 Cell Number: 2514428865

Organization (if applicable) _____

Mailing Address of Applicant 1700 CARLISLE DR E

Telephone No. 2514428865 E-mail address KAITHESINGER@GMAIL.COM

Location or address of event where amplification will be used:

MUNICIPAL PARK

Date of Event: OCT/21/2023 Starting Time: 3PM Ending Time 7PM

(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 ☒ NO

Music containing obscene language or profanity is prohibited

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

2023 OCT 22 PM 2:03

D7



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 -
11:26 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 -
11:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 -
11:40 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:35
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:38 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:42
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:48
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Pierce

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:12 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 8:13 AM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 23 AM 9:44

CAUTION: External Email

Name: Michael Pierce - Mobile Housing Authority

Date To Address Council: 2023-08-29

Address: 151 South Claiborne Street

Email: mpierce@mobilehousing.org

Phone: 251-434-2202

Subject And Specific Questions: Update on Mobile Housing Authority

Pertain To City Business: Government Entity

Signature: Michael Pierce

Signature Verify: X

Agree: X

Date Submitted: 2023-08-23 08:13:31

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

DeLorca

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:13 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/17/2023 4:28 PM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 18 AM 9:36

CAUTION: External Email

Name: C Pichoff-DeLorca

Date To Address Council: 2023-08-22 Q4

Address: 1260 Dauphin Street

Email: rarebirdofpeace@gmail.com

Phone: 4152727253

Subject And Specific Questions: Addressing LGBTQIA+ inclusionary practices and the recent dismissal of city liaisons

Pertain To City Business: This directly pertains to the image of the city as promoted from a state and national level to attract businesses to the city thus creating jobs, revenue and regeneration within our communities, local economy. Businesses are not attracted to cities that take these abrupt stances and side with religious and oppressive tactics. It also is the business of the city to push to further its One Mobile goal, image and mantra. We can only do that through Unity.

Signature: C Pichoff-DeLorca

Signature Verify: X

Agree: X

Date Submitted: 2023-08-17 16:28:00

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Toomer

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:14 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Tue 8/22/2023 9:57 AM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 22 AM 10:53

CAUTION: External Email**Name:** Rodney M Toomer**Date To Address Council:** 2023-08-29**Address:** 1803 Forrest St**Email:** Djrodski@gmail.com**Phone:** (251)509-4107**Subject And Specific Questions:** The Closing of The Optimist Boys & Girls Club & there not being a CONTINGENCY PLAN in place.**Pertain To City Business:** Because the 36606-05 zip code is one of the most Violent prone I. MOBILE, and because I live in this community and our children already have very limited resources.**Signature:** RODNEY M TOOMER**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-22 09:57:54This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Bettis

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:52 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/24/2023 10:55 AM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 24 AM 11:24

CAUTION: External Email

Name: Teresa Bettis

Date To Address Council: 2023-08-29

Address: 602 Bel Air Blvd

Email: tfbettis@sacfh.org

Phone: 2514791532

Subject And Specific Questions: ARPA spending for housing

Pertain To City Business: The City has a duty to affirmatively further fair housing. Currently there is a housing shortage crisis which is an impediment to fair housing.

Signature: Teresa Bettis

Signature Verify: X

Agree: X

Date Submitted: 2023-08-24 10:55:11

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Algood

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:18 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/24/2023 9:41 AM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 24 AM 10:30

CAUTION: External Email**Name:** Rev, Tonny Algood**Date To Address Council:** 2023-08-29**Address:** 214-A De Sales Avenue Mobile, AL 36607**Email:** tonnyalgood@gmail.com**Phone:** 251-680-4266**Subject And Specific Questions:** Need for transparency in police related shootings.**Pertain To City Business:** City of Mobile Public Safety Department**Signature:** Rev. Tonny Algood**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-24 09:41:16This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Christine Dallas

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
11:59 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 9:28 PM

To: City Clerk <cityclerk@cityofmobile.org>

City of Mobile, Alabama

2023 AUG 24 AM 8:18

CAUTION: External Email**Name:** Christine Dallas**Date To Address Council:** 2023-08-29**Address:** 10523 Beverly Rd Irvington AL 36544**Email:** christinedallas312@gmail.com**Phone:** 2515455606**Subject And Specific Questions:** Why police hasn't released the body cam in regards to the death of Jawan Dallas. How long does investigation takes. Are the police officers that were involved still on duty, Why is my son dead?**Pertain To City Business:** The Mobile Police Department is responsible for the death of Jawan Dallas, my son.**Signature:** Christine Dallas**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-23 21:28:32This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Maria Dallas

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:01 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Tue 8/22/2023 10:52 AM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 22 AM 10:53

CAUTION: External Email**Name:** Maria McCray Dallas**Date To Address Council:** 2023-08-29**Address:** 8750 University Rd Apt A3**Email:** dallas.maria6825@gmail.com**Phone:** 3137261069**Subject And Specific Questions:** Request for the release of body cam footage for jawan dallas**Pertain To City Business:** My brother was murdered in the hands of MPD**Signature:** Maria McCray-Dallas**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-22 10:51:54This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

LaTanga Thompson

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:05 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 4:51 PM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 24 AM 8:16

CAUTION: External Email**Name:** LaTanga Thompson**Date To Address Council:** 2023-08-29**Address:** 7211 Old Military Rd**Email:** latangat@yahoo.com**Phone:** 2514061623**Subject And Specific Questions:** Jawan Dallas case *to release bodycam footage***Pertain To City Business:** Release of the body cam**Signature:** LaTanga Thompson**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-23 16:51:12This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Carrie Williams

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:06 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 5:19 PM

To:City Clerk <cityclerk@cityofmobile.org>

2023 Nov 24 AM 8:18

CAUTION: External Email

Name: Carrie Williams

Date To Address Council: 2023-08-29

Address: 2864 Thornhill Dr

Email: cdewill03@gmail.com

Phone: 9163972618

Subject And Specific Questions: Looking for answers regarding the death of Jaywan Dallas

Pertain To City Business: Mobile City Police officer involved death

Signature: Carrie Williams

Signature Verify: X

Agree: X

Date Submitted: 2023-08-23 17:19:10

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Phil Williams

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:08 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 9:33 PM

To: City Clerk <cityclerk@cityofmobile.org>

City of Mobile - City Clerk

2023 AUG 24 AM 8:16

CAUTION: External Email**Name:** Phil Marso Williams**Date To Address Council:** 2023-08-29**Address:** 10523 Beverly Rd Irvington AL 36544**Email:** glaze1209@gmail.com**Phone:** 2513013012**Subject And Specific Questions:** Why won't police release body cam concerning the death of Jawan Dallas, why haven't anyone from the Mobile Judicial System contacted us to update us about the Jawan Dallas case, where are the officers now?**Pertain To City Business:** Jawan Dallas was killed by Mobile Police**Signature:** Phil Marso Williams**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-23 21:33:10This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Esquire

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:12 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/24/2023 11:14 AM

To: City Clerk <cityclerk@cityofmobile.org>

City of Mobile - Forms

2023 AUG 24 AM 11:24

CAUTION: External Email**Name:** Dr. Roderick Van Daniel Esquire**Date To Address Council:** 2023-08-29**Address:** 1501 15th Ave South unit 34 Birmingham Alabama**Email:** vandaniel@rvdcivilrightsattorney.com**Phone:** 2053179321**Subject And Specific Questions:** Jawan Dallas**Pertain To City Business:** Death of Jawan Dallas and Mobile Police Department**Signature:** Dr. Roderick Van Daniel Esquire**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-24 11:13:54This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Shiron Allen

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:14 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 6:31 PM

To: City Clerk <cityclerk@cityofmobile.org>

2023 AUG 24 AM 8:18

CAUTION: External Email**Name:** Shiron Allen**Date To Address Council:** 2023-08-29**Address:** 11005 argyle rd**Email:** shironallen@gmail.com**Phone:** 7133837583**Subject And Specific Questions:** Bodycam *footage about Juan Dallas***Pertain To City Business:** Police**Signature:** Shiron Allen**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-23 18:31:39This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Clopton

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:15 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 7:02 AM

To: City Clerk <cityclerk@cityofmobile.org>

CITY CLERK DEPARTMENT
2023 AUG 23 AM 9:44**CAUTION:** External Email**Name:** Robert Clopton**Date To Address Council:** 2023-08-29**Address:** 2612 Charlotte Oaks Dr**Email:** robertcloptonsr@gmail.com**Phone:** 251-333-0145**Subject And Specific Questions:** To ask for the release of body cam footage concerning the death of Juwan Dallas.**Pertain To City Business:** It pertains to City business as the Councilors should be concerned about the pain and suffering of their constituents.**Signature:** Robert E. Clopton**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-23 07:02:31This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Cheatham

Cover Memo

8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Leverette, Tiereney

Approved

8/24/2023 -
12:17 PM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Wed 8/23/2023 9:35 PM

To: City Clerk <cityclerk@cityofmobile.org>

City of Mobile, Alabama

2023 AUG 24 AM 8:16

CAUTION: External Email**Name:** Sylvester Cheatham**Date To Address Council:** 2023-08-29**Address:** 6955 Simpson Rd**Email:** sylvesyer1234cheatham@gmail.com**Phone:** 2512092110**Subject And Specific Questions:** The releasing of the video concerning J. Dallas. What do we need to do as a community to aid the family in securing the right to view the video for clarity?**Pertain To City Business:** The city is a overseer of the police dept actions or non-actions. Actually the city is liable for their actions.**Signature:** Sylvester Cheatham**Signature Verify:** X**Agree:** X**Date Submitted:** 2023-08-23 21:35:07This submission was recieved from your website <https://www.cityofmobile.org/>



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To amend Chapter 25, Garbage, Trash and Litter in a restatement in its entirety.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Ordinance	Ordinance	8/17/2023

REVIEWERS:

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

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

Sponsored by: William S. Stimpson

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

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

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

CHAPTER 25 GARBAGE, TRASH, AND LITTER

ARTICLE 1. GARBAGE AND TRASH

Sec. 25-1 – Applicability and Rule of Construction

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

Sec. 25-2 – Definitions

As used in this article, the following terms are defined as follows:

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

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

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

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

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

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

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

Sec. 25-4 – General Requirements

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

Sec. 25-5 – Household garbage.

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

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

(c) *Garbage carts.*

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

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

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

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

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

Sec. 25-6 – Household trash.

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

(b) *Quantity.*

(1) Maximum quantity for no additional charge is limited to approximately two (2) cubic yards (3 feet by 3 feet by 6 feet) or the equivalent of fifteen (15) bags of leaves, per household, every other week. (There is no charge for this amount.)

(2) Amounts exceeding the maximum collection limit will be considered an oversized load. The household will have the choice of taking it to an approved landfill or contacting the city to collect it for a fee. Trash piles that are requested for oversized loads will be evaluated by a Sanitation department official who will determine the collection fee based on the size of the pile. The Department of Sanitation may elect to collect the fee before removing the trash. Information and payment options can be found by checking the City of Mobile website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(3) Where household trash exceeds the maximum allowed, that trash will not be collected, and a corrective notice will be given explaining the violation.

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

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

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

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

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

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

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

Sec. 25-7 – Hazardous materials/waste.

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

Sec. 25-8 – Downtown Business District

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

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

(c) *Garbage Carts.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Dumpster enclosures must meet the following criteria:

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

- (1) To be deemed secured under this section, the dumpster must have a functioning automatic lock release, sometimes called a gravity lock release or similar product, that will cause the lid of the dumpster to be securely closed and sealed whenever the dumpster is not being filled or emptied.
- (f) Failure to comply with any requirement of this Section 25-9 shall be a violation punishable under Article Three hereof.

Sec. 25-10 – Commercial Waste/Collection

- (a) It shall be the duty of each owner, occupant, tenant, or lessee of any commercial premises, multi-dwelling unit premises, manufactured home park, or places of assembly to keep the premises clear and free of litter, trash, junk, and high grass and weeds as defined under “public nuisance” in Section 25-2-34. These areas include grounds, parking lots, roads, driveways, rights-of-way, loading and unloading areas, storm drains, vacant lots, and unimproved real property. See Sec. 52-56 for the circumstances in which the City may declare a nuisance.
- (b) All persons performing construction and demolition work, and owners or occupants of commercial premises shall provide on-site receptacles for loose debris paper, building material waste, scrap building materials, and other litter products to prevent the scattering of such materials by wind or rain.
- (c) No owner or occupant of commercial premises who is not a licensed junk dealer may grant permission to any person to dispose of litter, garbage, trash, or junk on the premises.
- (d) All owners or occupants of commercial premises shall store their trash, garbage, or litter in appropriate containers; maintain their premises as clean, neat, and sanitary; and shall prevent litter from blowing or washing onto adjacent property thoroughfares or into storm drains or waterways. Spillage and overflow around containers shall be cleaned up as it occurs.
- (e) Where commercial enterprises share parking lots, the occupant and/or owner must decide who will be responsible for the container. That enterprise must put their name and contact information on the container and take ownership over its maintenance.
- (f) Containers required by this section shall be of sufficient size and material to hold the litter and other waste from visitors to the commercial enterprise.
- (g) The occupant and/or owner of each commercial enterprise is responsible for emptying and otherwise maintaining the containers to limit litter, waste, or debris in the area.
- (h) Any owner or occupant of commercial premises that has a trash or litter located within the parking lots, who pleads guilty to a violation of this section, or is found by a court of competent jurisdiction to be guilty of violating this section, may, on a first offense, be allowed the option to either pay the applicable fine and costs, or alternatively, provide appropriate containers, labeled with the responsible party’s (Dumpster info – 25-11-d) distributed evenly throughout the parking lot at a rate of one container every 12 parking places or at a maximum of a 60-foot spacing between each container for all on-site. Upon a second violation of this section, the owner or occupant if found by a court of competent jurisdiction to be guilty shall pay the applicable fine, court costs and provide one garbage can for every 12 parking spaces as required by this section. For purposes of this section, failure by the defendant to either pay a fine or appear in court as required by a properly served charging document shall be considered the same as pleading guilty to violating this section.

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

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

(a) Each truck or other vehicle used in the business of collecting and hauling trash, garbage and refuse for hire shall be designed so that the cargo does not escape the vehicle. Any said vehicle shall have the following characteristics:

- (1) The vehicle shall have solid sides, a tailgate, a cover, and be watertight;
- (2) The sides and tailgate should be at least four (4) feet in height.
- (3) The top should be solid or rigged with a tarpaulin that can be spread tightly over the top of such truck to cover the entire opening and extend 12” down the sides. The solid top or tarpaulin shall be used at any time the vehicle is moving, except in those instances where the vehicle is collecting waste and moving fewer than one hundred (100) yards at an average speed less than 15 mph.
- (4) Tanks, containers and other receptacles should be watertight and operators should use covers or lids in such a manner as to prevent the dropping, escaping, or spilling of any waste upon the road, street, alley, or any public or private property.

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

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

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

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

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

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

ARTICLE II. LITTER¹

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

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

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

Sec. 25-21 – Litter receptacles.

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

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

- (1) Constructed of such quality as to maintain the receptacle's original shape when kept in an outdoor location and reasonably resistant to rust and corrosion.
- (2) Constructed and designed or covered in such a manner as to prevent or preclude litter from escaping from the receptacle.
- (3) Serviced with such frequency as necessary to prevent spillage from overflow and to prevent offensive odor.

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

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

Sec. 25-22 – Littering from a vehicle.

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

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

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

(d) It shall be a violation of this article for any person, hauler, firm, or business in 25-22(c) to allow materials being hauled to spill, drop from, or escape the vehicle, without immediately recovering the lost or spilled materials.

(e) Any person cleaning litter or junk from private property and operating a vehicle on a public right of way in the city limits from which any glass, nails or other sharp objects have fallen or escaped which could cause an obstruction or damage a vehicle or otherwise endanger travelers on such public property shall immediately cause the public property to be clear of such objects and shall pay any cost thereof. It shall be a violation of this Section to fail to comply with any provision herein.

Sec. 25-23 – Sweeping litter into street.

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

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

(a) It shall be a violation of this article for any person to discard or dump any litter, garbage, trash or junk on any private or public property unless disposed of in receptacles provided for public use that comply with the requirements of this article or in an area designated by the state department of environmental management as a permitted disposal site.

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

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

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

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

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

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

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

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

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

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

Article III – Enforcement

Sec. 25-30 – Violations

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

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

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

Sec. 25-31 – Enforcement procedures.

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

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

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

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

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

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

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

Sec. 25-33 – Penalties.

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

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

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

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

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

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

ARTICLE VI. SEPTAGE AND GREASE HAULER REGULATIONS

Sec. 25-40 – Title

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

(Ord. No. 25-086, § 1, 11-26-02)

Sec. 25-41 – Findings and purpose.

(a) The United States District for the Southern District of Alabama, Southern Division, entered a consent decree in a civil action styled United States of America, the State of Alabama, and Mobile Bay Watch, Inc. versus the Board of Water and Sewer Commissioners of the City of Mobile, Alabama, Case No. CV-99-0595-CB-S and 2002-58-CB-S.

(b) The consent decree requires the board of water and sewer commissioners (hereafter the "board") to develop, among other things, a grease control program.

(c) In order to comply with the court's consent decree, the board has asked the city to cooperate by imposing reasonable regulations upon companies that are licensed by the city to operate a septage and grease hauling business.

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

Sec. 25-42 – License required.

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

Sec. 25-43 – Operating requirements.

(a) It shall be a violation of this code for any grease hauler or septage hauler to dispose of any waste at any location other than a disposal site permitted to accept such waste by the Alabama Department of Environmental Management (ADEM), the Alabama State Board of Health, the state department of agriculture, or another governmental agency with authority to permit such activity.

(b) Every vehicle used by any septage or grease hauler must prominently display on the exterior of the vehicle in at least four-inch lettering the following information: company name, business license number and business telephone number.

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - Cory Penn District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

6/27/2023

Funding Source

Project # 1823 St. Charles Avenue - ME-015-23

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1823 St. Charles Avenue	Cover Memo	6/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Jackson, Gary	Approved	6/22/2023 - 1:59 PM
City Clerk	Gauthier, Lana	Approved	6/22/2023 - 3:17 PM

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1823 ST CHARLES AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

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

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1823 ST CHARLES AVENUE** described as:

W 1/2 OF LOT 16 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 P
294-295 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 085.01

Last Assessed to: HERRON ADOLPH & ROSE MARIE

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

June 20, 2023



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 27, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1823 ST CHARLES AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **HERRON ADOLPH & ROSE MARIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 033 085.01

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1823 ST. CHARLES AVENUE

Property Details

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

Survey Results

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

Property Score

Score	43 <i>63 gf</i>	Score Description	REVIEW COMM
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REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 1-23-23

Noted for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 04/24/2023

Property Address: 1823 St. Charles Avenue **District No:** 1

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











Affidavit of Mailed Notice



June 20, 2023

State of Alabama
County of Mobile

Subject Property – 1823 St. Charles Avenue.

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

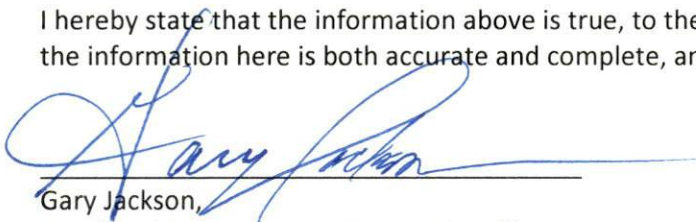
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 2 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet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

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Program Coordinator

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Rose Marie Herron
1709 Winston Lane
Mobile, AL 36605-9796

May 4, 2023

RE: **1823 St. Charles Avenue**
Project Number: ME-015-23

Dear Rose Marie Herron:

On April 24, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1823 St. Charles Avenue.

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

W 1/2 OF LOT 16 STRAUSS 1ST ADD TO TOULMINVILLE DBK 156 P
294-295 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 085.01

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

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

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

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

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

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

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

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

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

- a) Repair the structures / and or building by **June 18, 2023**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 18, 2023**, provide the Code Official with a work plan to accomplish the repairs by **June 18, 2023**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **June 18, 2023**, which is 45 days from the date of this NOTICE.

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

IV. **NOTICE** is hereby given that on **June 27, 2023 at 10:30 a.m.**, a hearing will be held before the **City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
- ☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1823 St. Charles Avenue

Date: February 23, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: February 2, 2023

Per the Title Report, the owner is: Rose Marie Herron

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | Rose Marie Herron
1709 Winston Ln
Mobile AL 36605-9796 | Owner
Phone number 251-473-2229
Phone number 251-654-2611 |
| 2 | Owner
1823 St Charles Ave
Mobile AL 36617-3330 | Subject Address |

TAX STATUS: 2022 Tax Year is Current

Parties with recorded liens per Title Report: None

Open Mortgages: None

Lis Pendens: None



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/10/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/10/2023 - 10:04 AM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1212 SENECA STREET

Sponsored by: Councilmember Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1212 Seneca Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1212 Seneca Street** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

\$3,200.00 shall constitute a special assessment against the property at structure **1212 Seneca Street** and being that property more particularly described as follows:

LOT 7 BLK 17 BASCOMBR TRT DBK 128 P 1 SD LOT BEG AT PT ON N/S SENECA ST 50 FT ELY OF NE COR BASCOMBE & SENECA STS TH RUN ELY ALG N/S OF SENECA ST 50 FT FOR FRONT & EXTENDING BACK NLY PAR WITH BASCOMBE ST 150 FT FOR DEPTH WITH EQUAL WIDTH IN READ AS IN FRONT #SEC 37 T4S R1W #MP29 10 37 0 006

Parcel No.: **29 10 37 0 006 052.xxx**

Owner: **JAMES BEVERLY MARIA**
 PO BOX 50923
 MOBILE AL 36605-0923

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

May 30, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-164-20

LOCATION:
1212 Seneca Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT 7 BLK 17 BASCOMBR TRT DBK 128 P 1 SD LOT BEG AT PT ON N/S SENECA ST 50 FT ELY OF NE COR BASCOMBE & SENECA STS TH RUN ELY ALG N/S OF SENECA ST 50 FT FOR FRONT & EXTENDING BACK NLY & PAR WITH BASCOMBE ST 150 FT FOR DEPTH WITH EQUAL WIDTH IN READ AS IN FRONT #SEC 37 T4S R1W #MP29 10 37 0 006

Parcel Number: 29 10 37 0 006 052.XXX
Amount: ~~\$3,000.00~~ *\$3,200.00*
Assessed: JAMES BEVERLY MARIA
PO BOX 50923
MOBILE AL 36605-0923

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, C. J. Small, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 15, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **1212 Seneca Street**, for the proposed amount of **\$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**



Lisa C. Lambert
City Clerk

1253 GLENNON AVENUE

Legal Description: LOT 8 TERRILL SUB OF KEARNEY TRT DBK 77 P 507 BEING 100 X 50 FT #SEC 40 T4S R1W #MP29 06 40 0 004

Parcel number: 29 06 40 0 004 198.XXX

Owner: BRAGGS CAROL G & PAMELA T JONES
1253 GLENNON AVE
MOBILE AL 36603-5224

310 HOSFELT LANE

Legal description: THE W 120 FT OF LOTS 19 & 20 IN BURTONS SUB IN CREIGHTON ALA SEC 18 T4S R1W #SEC 18 T4S R1W #MP29 08 18 1 003

Parcel number: 29 08 18 1 003 063.XXX

Owner: SAMPSON JUANDA L C/O BUSH STEPHEN
1257 DAVNEY DR
MOBILE AL 36605-1960

1413 CHINQUAPIN STREET

Legal description: LOT 7 BLK 5 OF STRAUSS SEC ADD TO WOLFF HGTS MBK 2/53 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel number: 29 06 13 0 003 157.XXX

Owner: BUTLER ERIC
112 N CATHERINE ST
MOBILE AL 36604

122 MICHAEL DONALD AVENUE

Legal description: COMM AT A PT ON THE E/S OF HERNDON AVE DIS 300 FT S OF THE SE COR OF SPRING HILL & HERNDON AVE TH RUN E 110 FT TO A PT TH RUN S 55 FT TO A PT TH RUN W 110 FT TO THE E/L OF HERNDON AVE TH N ALG THE E/L OF HERNDON AVE 55 FT TO A PT TH POB BDED ON THE N BY PPTY NOW OR FORMERLY OF JETT E BY PPTY NOW OR FORMERLY OF COWLES S BY PPTY NOW OR FORMERLY OF WATKINS & ON THE W BY HERNDON AVE #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel number: 29 06 40 0 009 115.XXX

Owner: PEEPLES LYNDORA C/O WOLVERTON DONALD
122 MICHAEL DONALD AVENUE
MOBILE AL 36604

962 BERNICE HUDSON DRIVE

Legal description: LOT 18 BLK 1 WILSONS 1ST ADDN DBK 73 P 171 #SEC 37 T4S R1W
#MP29 10 37 0 007

Parcel number: 29 10 37 0 007 308.XXX

Owner: SAMPSON ARTHUR & DWIGHT
6700 WALL ST APT 19F
MOBILE AL 36695

1212 SENECA STREET

Legal description: LOT 7 BLK 17 BASCOMBR TRT DBK 128 P 1 SD LOT BEG AT PT ON
N/S SENECA ST 50 FT ELY OF NE COR BASCOMBE & SENECA STS
TH RUN ELY ALG N/S OF SENECA ST 50 FT FOR FRONT &
EXTENDING BACK NLY & PAR WITH BASCOMBE ST 150 FT FOR
DEPTH WITH EQUAL WIDTH IN READ AS IN FRONT #SEC 37 T4S
R1W #MP29 10 37 0 006

Parcel number: 29 10 37 0 006 052.XXX

Owner: JAMES BEVERLY MARIA
PO BOX 50923
MOBILE AL 36605-0923

111 S. CODY ROAD

Legal description: BEG AT PT ON N/L OF DICKENS FERRY RD 20 FT E OF THE INTER
OF THE SD N/L OF SD RD WITH W/L OF SEC 20 T4S R2W & RUN TH
NLY & PAR TO W/L OF SD SEC 20 396 FT TO PT TH RUN E & PAR
TO N/L OF SD SEC 20 115 FT TO A PT TH RUN S & PAR TO W/L OF
SAID SEC 20 387 FT TO PT ON THE N/L OF DICKENS FERRY RD TH
RUN WLY ALG N/L OF DICKENS FERRY RD 115 FT TO POB LESS
R/W OF CODY ROAD #SEC 20 T4S R2W #MP28 04 20 2 000

Parcel number: 28 04 20 2 000 007.XXX

Owner: AGHADAVOUDI RASOUL & ROSHANAK
1409 SUGAR CREEK PL
MOBILE AL 36695



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Digital Aerial Solutions, LLC, for processing and production of one-foot map contours for GIS.

CIP

Amount of Contract:

\$39,271.69

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230816 Digital Agenda Package POs	Cover Memo	8/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 2:48 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.*

RESOLUTION

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
<u>12719</u>	2023	(5010) GEOGRAPHIC INFO SYSTEMS	PROCESSING AND PRODUCTION OF ONE-FOOT MAP CONTOURS FOR GIS (PROFESSIONAL SERVICE)	\$39,271.69	<u>(298622) DIGITAL AERIAL SOLUTIONS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012719-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
--	--	--------

Vendor
 DIGITAL AERIAL SOLUTIONS, LLC.
 4027 CRESCENT PARK DR.

2564267823
 RIVERVIEW, FL 33578

Tel#8136280788

Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602
 CREAMER@CITYOFMOBILE.ORG

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	298622				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
----	-----------------------	-----	------------	-----------

General Notes

THIS IS A PROFESSIONAL SERVICE USING INFORMATION FROM THE US GEOLOGICAL SERVICE CONTRACT 140G0222F0140 TO PRODUCE 1 FT CONTOURS.
 001 GIS Data - 1 foot contours 1.00 39271.69000 39271.69
 generated from existing USGS EACH
 contract. Area covered is the city limits and the 3 mile police jurisdiction.

1	2000.80.00.0000.0000.0000.0000.42200. E C0046 .PROFTECHNC.			39271.69
---	---	--	--	----------

Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	39271.69
-------------------	----------

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012719-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 2
--	--	--------

Vendor
 DIGITAL AERIAL SOLUTIONS, LLC.
 4027 CRESCENT PARK DR.

2564267823
 RIVERVIEW, FL 33578

Tel#8136280788

Ship To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602
 CREAMER@CITYOFMOBILE.ORG

Deliver To
 GIS
 651 CHURCH STREET
 2ND FLOOR
 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/19/23	298622				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
	E C0046 .PROFTECHNC.		39271.69	53291.26

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.	39271.69	
CAPITAL IMPROVEMENTS FUND EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	07/19/23	PATRICIA CREAMER	
Approved	07/19/23	SCOTT KEARNEY	Auto approved by: 91056642
Approved	07/19/23	BRENDA RHODES	
Approved	07/19/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/19/23	RELYA MALLORY	Auto approved by: 910511034
Approved	08/14/23	DONALD ROSE	Approved by: 9105fo1a
Approved	08/14/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/14/23	JOHN PAINE	Auto approved by: 910516727
Approved	08/14/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



City of Mobile, AL

1ft Contour Production

**Quotation for Production Processing of Contours utilizing final
LiDAR products from USGS contract 140G0222F0140
AL_SWCentral_B22**

Date: 18 July 2023

Prepared for:



Prepared by:

Digital Aerial Solutions, LLC
4027 Crescent Park Dr
Riverview, Florida 33578
813-628-0788 Office
813-628-0777 Fax
www.digitalaerial.com

TABLE OF CONTENTS

1	EXECUTIVE SUMMARY	3
2	PROJECT UNDERSTANDING	3
	2.1 Project Area	3
3	QUOTE	4

1 EXECUTIVE SUMMARY

Digital Aerial Solutions, LLC (DAS) is pleased to provide the following quote to City of Mobile AL, for processing and production of 1ft contours using data products from USGS GPSC contract task order 140G0222F0140 AL_SWCentral_B22. DAS primary point of contact regarding this quote and effort will be Joshua Helton.

Primary Company Contact

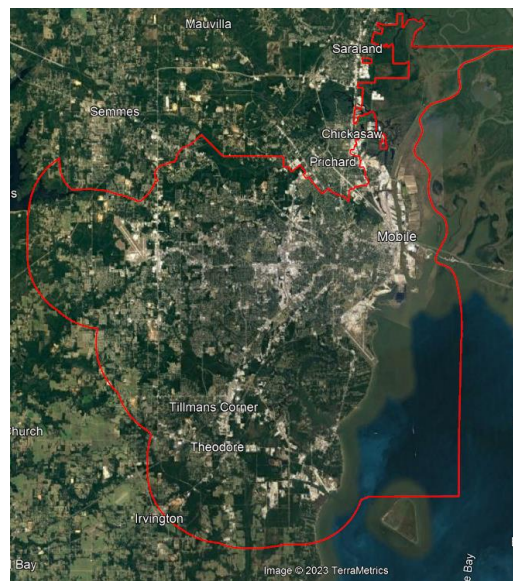
Joshua Helton,
VP/Assistant General Manager
Digital Aerial Solutions, LLC (DAS)
4027 Crescent Park Dr.
Riverview, FL 33578
jhelton@digitalaerial.com
813.628.0788 Office

2 PROJECT UNDERSTANDING

The major components of this effort is for creation of 1ft topographically correct contours using our latest LiDAR data collection for USGS once it's passed the final acceptance stage. The 1ft Contours will be attributed with intermittent and index including labels and smoothing factor in development. It should be understood the contours produced from the USGS final accepted data will only have hydro breaklines for water bodies 2 acres or greater and rivers/streams 100ft wide or greater. Any additional correction to the topographic contours outside of the final USGS accepted data would be an additional cost.

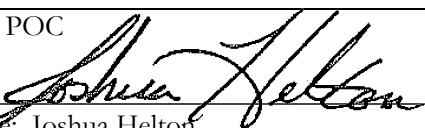
2.1 Project Area

The project covers approximately 291 square miles total area





3 QUOTE

QUOTE NO: 07182023	CONTRACT NO: N/A																		
Customer NAME: City of Mobile Alabama	SECURITY CLASSIFICATION: Unclassified																		
Quote TITLE: City of Mobile, AL 1ft Contour Production																			
ACTION: Digital Aerial Solutions (DAS) to provide processing and production of 1ft contours using data products from final accepted USGS GPSC contract task order 140G0222F0140 AL_SWCentral_B22.																			
SCOPE OF WORK: As stated in ACTION line above																			
ADDITIONAL REQUIREMENTS: N/A																			
PERIOD OF PERFORMANCE: TBD BASED on USGS final accepted LiDAR Products																			
QUOTE BREAKDOWN:																			
<table border="1"> <thead> <tr> <th>LINE NO.</th> <th>DESCRIPTION</th> <th>TOTAL DOLLARS</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>1ft Contour Production from final USGS LiDAR data products</td> <td>\$39,271.69</td> </tr> <tr> <td>02</td> <td></td> <td></td> </tr> <tr> <td>03</td> <td></td> <td></td> </tr> <tr> <td>04</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">TOTAL:</td> <td>\$39,271.69</td> </tr> </tbody> </table>		LINE NO.	DESCRIPTION	TOTAL DOLLARS	01	1ft Contour Production from final USGS LiDAR data products	\$39,271.69	02			03			04			TOTAL:		\$39,271.69
LINE NO.	DESCRIPTION	TOTAL DOLLARS																	
01	1ft Contour Production from final USGS LiDAR data products	\$39,271.69																	
02																			
03																			
04																			
TOTAL:		\$39,271.69																	
☒ Client is required to sign this Quote document and return one (1) copy to DAS	☒ DAS Quote																		
City of Mobile BY: _____ Name: _____ Date: _____	DAS POC BY:  Name: Joshua Helton Date: 18 July. 2023																		



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

For the design & construction administration of restroom renovations, site lighting, playground demolition, sidewalks, and dog park at Tricentennial Park

Amount of Contract:

\$73,000.00

Funding Source

Project # Tricentennial Park - Site Improvements
PR-004-23

Discretionary Funds

Project String C0784 CIP:2023-P-009 D1
(20002000-42200)

Contract Number:4584

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-004-23 Tricentennial Park - Site Improvements	Cover Memo	8/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 12:03 PM
Capital	Rhodes, Brenda	Approved	8/16/2023 - 1:18 PM
Legal	Kern, Chris	Approved	8/17/2023 - 9:03 AM
Mayors			8/17/2023 - 2:53

Office

Montgomery, Brandi

Approved

PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember Corey 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: WATKINS ACY STRUNK (WAS) DESIGN, INC.

Project Name: TRICENTENNIAL PARK –
SITE IMPROVEMENTS

Project Number: PR-004-23

Amount: \$73,000.00 (CIP:2023-P-009 D1)

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP PK TRICENT PLAYGD PAVILION SITE

CAPITAL PROJECT #: C0784 CIP:2023-P-009 D1 (20002000-42200)

CONTRACT AMOUNT: \$73,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-004-23

PROJECT DESCRIPTION: FOR THE DESIGN & OBSERVATION OF CONSTRUCTION OF SIDEWALKS, RESTROOM RENOVATIONS, SITE LIGHTING, PLAYGROUND DEMOLITION AND DOG PARK AT TRICENTENNIAL PARK (2121 LAKE DRIVE).

VENDOR NAME: WATKINS ACY STRUNK (WAS) DESIGN, INC.

VENDOR NUMBER: 293962

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil - Secretary III Date: 8/15/2023

AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Watkins Acy Strunk (WAS) Design, Inc.
256 Wacker Lane North
Mobile, Alabama 36608

City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

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

Tricentennial Park - Site Improvements
2121 Lake Drive
Mobile, Alabama 36617
PR-004-23

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1631936811)

1

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Tricentennial Park – Site Improvements, and in Exhibit 1, Insurance Requirements. *(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Consultant will develop the program for Tricentennial Park, provide professional design services and construction documents and provide assistance thru permitting as outlined in this document and Exhibit A, Proposal: Lake Drive Tricentennial Park-Site Improvements PR-004-23, dated April 18. 2023

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Project site is located near the intersection of Bragg Avenue and Tricentennial Drive

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the shall be approximately \$900,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

Thirty Percent (30%), Sixty Percent (60%), Ninety Percent (90%)

.2 Construction commencement date:

Immediately following issuance of Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Twenty (120) calendar days from issuance of Notice to Proceed

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

NA

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(Paragraphs deleted)

.2 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

TBD

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Landscape Architect (Prime):

Watkins Acy Strunk (WAS) Design, Inc.
256 Wacker Lane North
Mobile, Alabama 36608

.2 Architect:

The Architects Group (TAG), Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

.3 Mechanical and Plumbing Engineer:

NA

.4 Electrical Engineer:

Dell Consulting LLC
129 East Government Street
Pensacola, Florida 32502

.5 Commissioning Agent:

TBA

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:

- .1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.
- .2 Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee
- .3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

.2 Comprehensive General Liability Insurance:

- .1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
- .2 Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

- .1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

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- .1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- .2 Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

- .1 Projects \$0-\$1,000,000, \$1,000,000 annual aggregate

6. Endorsements:

All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

- .1 Additional Insured: All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- .2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- .3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- .4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- .5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The

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schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 LA

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe

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the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department shall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 procuring the reproduction of Bidding Documents.
- .2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

- .3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information.

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Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	WAS Design, Inc.
§ 4.1.1.4 Existing facilities surveys	Owner
§ 4.1.1.5 Site evaluation and planning	WAS Design, Inc.
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	WAS Design, Inc.
§ 4.1.1.9 Landscape design	WAS Design, Inc.
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	WAS Design, Inc.
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

- .5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

- .6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ____ (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

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- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.
- .5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and/or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 N/A

§ 8.1.2 N/A

§ 8.1.3 N/A

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give

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seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

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if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

N/A
- .2 Percentage Basis
(Insert percentage value)

N/A
- .3 Other

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(Describe the method of compensation)

A. Land Disturbance Permit - Reimbursable	\$ 5,000.00
B. Schematic Design	\$10,200.00
C. Design Development	\$13,600.00
D. Construction Documents	\$28,900.00
E. Bid/Negotiation Assistance	\$ 1,700.00
F. Construction Observation	\$13,600.00
G. Total Compensation: Not To Exceed	\$73,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	fourteen	percent (14%)
Design Development Phase	nineteen	percent (19%)
Construction Documents Phase	forty	percent (40%)
Procurement/Permitting Phase	eight	percent (8%)
Construction Phase	nineteen	percent (19%)
Total Basic Compensation	one hundred	percent (100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See Exhibit A, Proposal for Design Services

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

- .1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.
- .2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.
- .3 Drawings shall be in AutoCAD version 2020 or later. Project manual shall be in Microsoft Word version 2016 or later. Estimates to be Microsoft Excel 2016 or later. Both should be turned over to Owner at the end of Construction Phase.

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- .4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.
- .5 The City utilizes e-Builder as its project management system. e-Builder is a secure data collection site: <https://www.e-builder.net>. Firms and/or individuals, including subconsultants, shall use e-Builder as an essential component of project management with the City of Mobile. Membership fees to participate in City of Mobile projects within the e-Builder project management system are free to the City's consultants and contractors.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
 - a. Proposal for Architectural Services, Exhibit A
 - b. Insurance Requirements, Exhibit 1
 - c. Architect's Certificate of Insurance with Endorsements
 - d. Architect's E-Verify Documentation
 - e. Alabama Secretary of State Records
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A
- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

☐ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A
- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

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

Init.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGRAINING IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

This Agreement entered into as of the day and year first written above.

City of Mobile

Consultant: Watkins Acy Strunk (WAS) Design, Inc.

OWNER (Signature)

William S. Stimpson, Mayor
(Printed name and title)

ARCHITECT (Signature)

James E. Crowe Landscape Architect
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

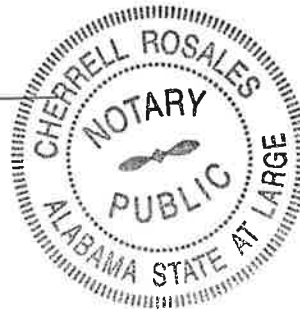
STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared James Crowe as Vice President of WAS Design Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of James Crowe.
Sworn to and subscribed for me this 16 day of May, 2023.

NOTARY PUBLIC

My Commission Expires: _____

Notary Public
Alabama State At Large
My Commission Expires 10/26/26



Init.



4/18/2023

Mr. Roger Washington Jr.
Architectural Engineer
City of Mobile
205 Government St.
Mobile, AL 36602

Re: Lake Drive Tricentennial Park-Site Improvements

Dear Roger:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on the Lake Drive Tricentennial Park Improvements Project. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "James Crowe".

James Crowe, PLA
Principal Landscape Architect
Jec

CC: Shannon McIntyre
Blake Smisson

4/18/2023

Mr. Roger Washington Jr.
Architectural Engineer
City of Mobile
205 Government St.
Mobile, AL 36602

Lake Drive Tricentennial Park-Site Improvements

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Stotts Park, Mobile

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

We understand the Construction Budget for this project is \$800,000.00.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Hardscape**
2. **Dog Park Plan**
3. **Planting Plan**
4. **Side Street Parking/Sidewalk Improvements Plan**
5. **Restroom Renovation Plan**
6. **Conceptual Grading and Drainage Plan**
7. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Architectural Plans and Details**
5. **Hardscape Plan**
6. **Site Grading and Drainage Plan**
7. **Site Details**
8. **Construction Details**
9. **Electrical–Lighting Plans**
10. **Landscape Plan**
11. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02–49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
12. **Opinion of Probable Budget (OPB)**

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;

7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
 - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
 - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
 - c. Periodic progress reviews (on-site)
 - d. Testing of systems (on-site)
 - e. Substantial completion
 - f. Final acceptance
 - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section G.

5. Approved increase in scope and cost of project exceeding \$800,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item

AHJ Authorities-having-jurisdiction
HNTE Hourly rates, not to exceed

IV TERMS AND CONDITIONS

D. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

E. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.

WAS Design, Inc.
Landscape Architecture Land Planning Placemaking

4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

F. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Blake Smisson will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

A. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

<i>Item</i>	<i>Scope of service phase</i>	<i>Amount & Fee type</i>
A	Land Disturbance Permit	\$5,000.00 Reimbursable
B	Schematic Design	\$10,200.00 Fixed fee
C	Design Development	\$13,600.00 Fixed fee
D	Construction Documents	\$28,900.00 Fixed fee
E	Bid/Negotiation Assistance	\$1,700.00 Fixed fee
F	Construction Observation	\$13,600.00 Fixed fee
		\$73,000.00 Total

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00



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: A.rchnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	WAS DESIGN INC.
Address	256 WACKER LANE NORTH, MOBILE, AL 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFPIRFQ Solicitation Number	PR - 004 - 23
Project Description	LAKE DRIVE TRICENTENNIAL PARK - SITE IMPROVEMENTS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 13 Female 6 Minority 1 Non-minority 13 SDVO
Total # of Employees	19

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE Date: 4-28-23
Signature: James Crowe
Title: VICE-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: JAMES E. CROWE Title: VICE-PRESIDENT
Email: jcrowe@was-design.com Phone: 251-344-4023

Subcontractor/Supplier Plan

4/5/2021



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: WAS DESIGN INC. Phone 251-344-4013 Email j.crawle@was-design.com
Contact Person: JAMES E. CRAWLE
Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
	☒	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	☒	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	☒	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	☒	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	☒	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	☒	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	☒	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs.

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org

251.208.7967

205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "**DBEs**": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "**Good Faith**" **Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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questions on completing this form.
Via email: Archneque.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	The Architects Group, Inc.
Address	710 Downtowner Blvd, Mobile, AL 36609
Telephone	251.343.1811
E-Mail	dbarr@tagarchitects.net

RFP/RFQ Solicitation Number	
Project Description	Toilet building renovations at City of Mobile Tricentennial Park: Design Work
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>6</u> Female <u>3</u> Minority <u>0</u> Non-minority <u>9</u> SDVO <u> </u>
Total #of Employees	<u>9</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: David M. Barr, AIA

Signature: David Barr Date: 6-1-23

Title: Vice 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: David M. Barr Title: Vice President

Email: dbarr@tagarchitects.net Phone: 251.343.1811

CITY OF MOBILE

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Please Print Company Name: The Architects Group, Inc. Your Bid/Proposal Amount \$ 18,785.00

06 / 01 / 2023	Description	Architects
----------------	-------------	------------

Name of Bidder/Proposer: The Architects Group, Inc. David M. Barr, Vice President

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
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 through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



WAS Design, Inc.	
Entity ID Number	000 - 243 - 428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	

WAS Design, Inc.											
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022										
Transactions											
Transaction Date	01/22/2019										
Director/Manager/Organizer Activity	WATKINS, L CHAD										
Transaction Date	01/22/2019										
Legal Name Changed From	Watkins Acy Strunk Design, Inc.										
Transaction Date	01/22/2019										
Principal Office Changed From	GULF SHORES, AL										
Transaction Date	01/22/2019										
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535										
Transaction Date	01/28/2019										
Agent Mailing Address Changed From	* Added										
Transaction Date	01/28/2019										
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542										
Scanned Documents											
Purchase Document Copies											
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.										
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.										
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.										

[Browse Results](#)
[New Search](#)

E-Verify



Company ID Number: 616583

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Watkins Acy Strunk Design, Inc	
Troy Strunk	
Name (Please Type or Print)	Title
Electronically Signed	11/12/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	11/12/2012
Signature	Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Watkins Acy Strunk Design, Inc
Company Facility Address:	218 North Alston Street
	Foley, AL 36535
Company Alternate Address:	218 North Alston Street
	Foley, AL 36535
County or Parish:	BALDWIN
Employer Identification Number:	203397512



Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Angel Cowan	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	tstrunk@was-design.com		



WASDESI-01

KFRANK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2023

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

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

PRODUCER Ebert Agency, Inc. 222 W Laurel Ave Foley, AL 36535	CONTACT NAME:		
	PHONE (A/C, No, Ext): (251) 943-2281	FAX (A/C, No): (251) 943-3801	
INSURED WAS Design Inc 218 North Alston Street Foley, AL 36535	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto Owners Insurance		18988
	INSURER B: The Sheffield Fund		
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER General Aggregate	X	X	38951882	8/7/2023	8/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000	X	X	4995188200	8/7/2023	8/7/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	600-2023-15773-00	1/1/2023	1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tricentennial Park - Site Improvements PR-004-23

Additional Insured
City of Mobile is included as an additional insured in respect to the General Liability and Umbrella. All Policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.
Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Umbrella Liability and Worker Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Dept
P. O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: **WASDESI-01****KFRANK**LOC #: **1****ADDITIONAL REMARKS SCHEDULE**Page **1** of **1**

AGENCY Ebert Agency, Inc.		NAMED INSURED WAS Design Inc 218 North Alston Street Foley, AL 36535
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Coverage for Workers Compensation is limited to the provisions of the Alabama Worker Compensation Law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2023

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

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

PRODUCER

The Buckner Company of Colorado
6400 S. FIDDLERS GREEN CIRCLE, SUITE 950
Greenwood Village CO 80111

CONTACT NAME: Kasey Heupel**PHONE**
(A/C, No, Ext): 13037563418**FAX**
(A/C, No):**E-MAIL**
ADDRESS: denver@buckner.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Everest National Insurance Company

10120

INSURER B:**INSURER C:****INSURER D:****INSURER E:****INSURER F:****INSURED**

WAS Design, Inc.
218 N. Alston
Foley AL 36535

License#: 480397

WASDES-01

COVERAGES**CERTIFICATE NUMBER:** 1261344473**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PROJECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						
	☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ CLAIMS-MADE						\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE ☐ OTH-ER ☐
	☐ If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AAEP000458221	9/20/2022	9/20/2023	General Aggregate 2,000,000 Per Claim 1,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tricentennial Park - Site Improvements
PR-004-23

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Project Management Services Phase I for the Mobile Civic Center redevelopment. Funding source for the first phase allotment of \$945,259.47 previously allocated through Resolution number 09-546 on May 16, 2023.

Amount of Contract:

\$945,259.47

Funding Source

Project #

Discretionary Funds

Project String C0865 CV CTR PROJ MGT/SITE
DESIGN/UT I RE

Contract Number:CC-034D-2

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Contract	Resolution Letter	8/9/2023
Resolution_corrected	Cover Memo	8/14/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	8/9/2023 - 5:44 PM
Capital	Mallory, Relya	Approved	8/10/2023 - 11:17 AM
Legal	Kern, Chris	Approved	8/10/2023 - 1:48 PM

Mayors
Office

Montgomery, Brandi

Approved

8/10/2023 - 3:07
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmember: William Carroll

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk 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: Volkert, Inc.

COM Project Name: Civic Center

COM Project Number: CC-034D-2

Contract Amount:

ADOPTED: _____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CV CTR PROJ MGMT/SITE DESIGN/UTI RE

CAPITAL PROJECT # C0865

DATE OF RECEIPT 08/09/2023

DEPT. PROJECT # CC034D-22

PROJECT DESCRIPTION CIVIC CENTER - PROFESSIONAL PROGRAM

MANAGEMENT SERVICES

CONTRACT AMOUNT \$ 945,259.47

VENDOR NAME VOLKERT & ASSOCIATES, INC

VENDOR NUMBER 22750

DEPT # 3032

DEPT NAME ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR CASSIE BOATWRIGHT

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:

Carleen Stout-Clark

Date

8/9/2023

Revised 5/16/2022 Tiffany Hollins

AGREEMENT

FOR

PROFESSIONAL PROGRAM MANAGEMENT SERVICES

BETWEEN

CITY OF MOBILE

AND

VOLKERT, INC.

11 North Water Street, Suite 18290

MOBILE, AL 36602

**Professional Services Agreement Between
City and Program Manager**

AGREEMENT made this _____ day of August in the year 2023

BETWEEN the City of Mobile, Alabama (hereinafter referred to as “City”) and Volkert, Inc. (hereinafter referred to as “Program Manager”), for Program Management Services in connection with the construction of the parking deck and renovation of the Mobile Civic Center.

City and Program Manager hereby agree as set forth below:

**ARTICLE 1
DEFINITIONS**

The following words and phrases where appearing in initial capitalization shall, for the purpose of this Agreement, have the following meanings:

- 1.1 PROGRAM. The program shall consist of construction of the parking deck, and renovation of the Mobile Civic Center, and any other Project(s) which may be added to the Program by City.
- 1.2 ESTIMATED PROGRAM DURATION. The length, period or duration of time it is estimated that all individual Project(s) within the Program will have achieved their respective Dates of Substantial Completion.
- 1.3 BASIC SERVICES. The professional program management services to be performed by the Program Manager under this Agreement, as set out in Article 3 and as described in Attachment A “Scope of Basic Services”.
- 1.4 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 and “Scope of Basic Services” of Attachment A, as mutually agreed to in writing between City and Program Manager.
- 1.5 PROGRAM COST. All costs to the City associated with the planning, design and construction of the Program.

- 1.6 CONSTRUCTION CONTRACT DOCUMENTS. The Construction Contract Documents shall consist of the plans and specifications prepared by the Architect, and any addenda and change orders thereto, and the City Contractor agreement, all of which shall be compatible and consistent with this Agreement.
- 1.7 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with the City to perform the construction of or any construction on the Program, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Program. The term "Contractor" means the Contractor or its authorized representative but excludes the Program Manager and the Architect.
- 1.8 COMPENSATION. The fee designated in Article 4 and elsewhere herein to be paid by the City to the Program Manager for the performance of Basic Services
- 1.9 ARCHITECT. The individual, corporation, partnership, or other entity that is legally qualified and licensed and/or certified by the State of Alabama to practice architecture, selected by the City to prepare and interpret the Construction Contract Documents as well as to provide contract administration services as per the Agreement between City and the Architect for the Program.
- 1.10 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean Alabama state law as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.
- 1.11 ALTERNATIVE SOLUTIONS. The review of proposed construction materials, building systems, and equipment called for in the Architect's design, conducted solely for the purpose of recommending any potential cost savings that may be achieved and which are approved by the Architect and City and compatible with the City's previously chosen program requirements or desires. Alternative Solutions and the preparation of an Alternative Solutions Study, if applicable, is not intended to be, and shall not be construed to be, and shall not be misconstrued to be the practice of architecture, engineering or general contracting.
- 1.12 SUBSTANTIAL COMPLETION. Substantial Completion shall mean the stage in the progress of a Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Project for its intended purpose. To the extent that this definition conflicts in any way with the definition of Substantial Completion in the Agreement

between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.

- 1.13 DATE OF SUBSTANTIAL COMPLETION. The Date of Substantial Completion shall mean the date established by the Architect's issuance of a certificate of substantial completion under Applicable Laws. To the extent that this definition conflicts in any way with the definition, if any, of Date of Substantial Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.
- 1.14 PROJECT or PROJECTS. Project(s) shall mean one or more separate, individual construction projects as part of the overall Program, each of which is awarded to one prime general contractor under Applicable Laws.
- 1.15 FINAL COMPLETION. Final Completion shall mean the point at which the Architect deems after his inspection that the Contractor has fully performed all work required by the Contract Documents, including all punch list items, and at which the Architect prepares his certificate of final completion and certificate of payment for Contractor's final payment under Applicable Laws. To the extent that this definition conflicts in any way with the definition of Final Completion in the Agreement between City and Architect, the definition in the Agreement between City and Architect will govern for purposes of this Agreement.
- 1.16 PROGRAM OF REQUIREMENTS. A written statement from the City that comprises and sets out the City's chosen design objectives, constraints, and project criteria, including space requirements and relationships, flexibility and expandability, special equipment, and systems and site requirements.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

- 2.1 REPRESENTATIVE OF CITY. The Program Manager shall be the representative of the City in providing the Basic Services in accordance with the terms and conditions of this Agreement; however, the Program Manager shall at no time be an employee of the City. The Program Manager and City mutually agree that the Program Manager is retained on an independent contractor basis and that all employees of the Program Manager who may participate in performance of this contract shall be employees of the Program Manager and shall not be employees of the City. The City agrees that the City will be represented by the Program Manager in dealings with the Architect and the Contractor during and in connection with the

performance of the Basic Services and Warranty Phase Services under this Agreement. City agrees that Program Manager is not a fiduciary of the City and nothing herein shall be construed as creating a fiduciary relationship. Notwithstanding the Program Manager's recommendations, the City shall retain and exercise full and final decision-making authority with respect to all matters concerning its construction program.

City's Architect has primary responsibility for construction inspection / construction observation / construction administration / contract administration under its contract(s) with City. Program Manager's Construction Phase Services hereunder (Attachment A, "Scope of Basic Services – D. Construction Phase Services") are secondary to those of Architect's. City acknowledges and takes into account the fact that Program Manager does not have a contract with Contractor or Architect and, as such, cannot direct either of their respective means and methods, their forces, their personnel, their subcontractors, suppliers and/or their subconsultants. Program Manager cannot force those parties with which it has no contract to perform any acts they are not willing to perform. Compelling action out of Contractor and/or Architect is City's prerogative based on privity of contract. Program Manager is not charged hereunder or otherwise with the responsibility of discovering design errors and defects or construction errors and defects; Program Manager's responsibility is to see that the City, the Architect and the Contractor are all fully apprised of any such defects which Program Manager learns of or is otherwise made aware of, and to facilitate and coordinate solutions and resolutions among City, Architect and Contractor. City shall, despite Program Manager's retention, be the final arbiter and decision-maker.

- 2.2 STANDARD OF CARE. The Program Manager shall perform Basic Services and Warranty Phase Services in conformance with the professional standard of care consistent with the industry standards prevailing among professional program management companies/firms engaged in programs of similar size and complexity at the same time and in the same locality as the Program. Program Manager neither guarantees the performance of any Contractor(s) or Architect(s), nor assumes the responsibility of the Contractor(s) or Architect(s) to furnish or perform their respective and collective obligations to the City, whether arising from their respective Construction Contracts and Design Contracts, the Contract Documents or otherwise.
- 2.3 PROGRAM COMMUNICATION. The City shall cause all agreements between the City Architect and the City and the Contractor subsequent to the effective date of this agreement to provide that all project directives, whether written or oral, by, among or between any two or more of the City, the Architect and the Contractor in connection with the Program shall be communicated to the Program Manager.

This provision is to allow the Program Manager to stay informed of project directives and establish a chain of communication. Nothing in this provision or the Architects' and Contractors' contracts with the City, however, shall restrict the Architect(s) or Contractor(s) from communicating directly with the City as they deem appropriate.

- 2.4 **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** City and Program Manager hereby disclaim any and all third-party beneficiaries and expressly state their mutual intent that there be no intended third-party beneficiaries to this Agreement, any amendment thereto, or anything related to the Program. Among all who are specifically disclaimed as third-party beneficiaries hereunder are the Architect(s) and its subconsultants, agents, employees, officers, directors, beneficiaries, heirs, representatives and assigns, the Contractor(s) and its subcontractors, suppliers, manufacturers, agents, employees, officers, directors, beneficiaries, heirs, representatives and assigns, and any other of City's agents, employees, officers, directors, beneficiaries, heirs, representatives and assigns. The foregoing disclaimer is not limited to the above-named, but applies to all persons and entities who are not Parties and signatories to this Agreement, and who are not involved with the Program, such as suppliers of subcontractors and those with whom subcontractors have contracts and/or agreements.

ARTICLE 3 BASIC SERVICES

- 3.1 The Program Manager shall perform the Basic Services set forth in "Scope of Basic Services" of Attachment A.
- 3.2 The Program Manager is providing neither architectural, engineering nor general contracting services pursuant to this Agreement. Nothing in this Agreement shall be construed to mean that the Program Manager assumes any responsibility or duties of the Architect or Contractor. Although the Program Manager's services include managing the Architect and Contractor just as the City would without a Program Manager, City hereby acknowledges and agrees that they do not include supervising the Architect or the Contractor. It is NOT intended that the Program Manager's Services be competitive to or duplicative of the Architect's or Contractor's services, but rather complementary. In all matters involving the professional judgment of the Architect, any recommendations by the Program Manager are merely recommendations and shall not be construed otherwise. The Program Manager shall be able to rely upon the Architect and Contractor for the proper performance of their respective obligations to the City.

- 3.3 Program Manager shall not be responsible for site safety, or for the safety of City, Contractor, Architect or their employees or subcontractors.

ARTICLE 4 COMPENSATION

- 4.1 The City shall compensate the Program Manager for Basic Services as follows:
- 4.1.1 The initial term of the contract shall be for nine (9) months for a total sum of \$945,259.47. This will begin at the notice to proceed provided by the City of Mobile. Any extension of the term of the contract will be issued through an amendment to the contract.
- 4.1.2 The total fee shall be divided by the total months of the Program and the Program Manager shall submit invoices in equal monthly amounts to the City for payment of Compensation in accordance with subparagraph 4.1.1.
- 4.1.3 The City shall pay all amounts invoiced to it pursuant to this Article 4 within thirty (30) days after receipt of the invoice.
- 4.2 When authorized by the City, the Program Manager shall provide or obtain from others any Additional Specialty Services on either a negotiated fee basis or an hourly rate fee basis. The method of payment shall be agreed to in advance by the City and the Program Manager.
- 4.3 Program Manager's Compensation shall be equitably adjusted up or down in the event of any changes in the Basic Services, the Program, the Estimated Program Duration, or any other event or circumstance beyond the reasonable control of Program Manager, including but not limited to force majeure, City suspension, delay or interruption.
- 4.4 If Projects within the Program have not reached Substantial Completion within the Estimated Program Duration due to no fault on the part of Program Manager in performing this Agreement, Program Manager shall be entitled to additional Compensation based upon a mutually acceptable fee for continued Basic Services with respect to said Projects. Except for delays that are caused solely and exclusively by Program Manager under this Agreement, Program Manager shall not be responsible to City for delays.

ARTICLE 5
ESTIMATED PROGRAM DURATION

- 5.1 Initial Program Duration is nine (9) consecutive calendar months commencing on the date established in paragraph 5.1.1 below.

City shall have the option of extending this Agreement for additional time by giving the Program Manager written notice thereof. Program Manager shall receive additional Compensation in the event of any extension beyond the 9 month Estimated Program Duration. Program Manager shall be compensated for Basic Services beyond the original 9 month Estimated Program Duration at the same monthly rate billed by Program Manager for the initial 9 month Estimated Program Duration.

- 5.1.1 Commencement of Basic Services shall be upon receipt of a notice to proceed from the City with instructions to commence with Basic Services.

ARTICLE 6
CITY'S RESPONSIBILITIES

- 6.1 CITY'S REQUIREMENTS. The City shall provide the Program Manager full information regarding the City's requirements for the Program. Program Manager shall have the right to rely on the accuracy of any information provided to it by the City or its Consultants or agents.
- 6.2 OWNER'S DECISIONS. The Owner shall examine information submitted by the Architect and Program Manager and shall render decisions pertaining thereto within a reasonable timeframe, in order to avoid delays.
- 6.2 NOTICE OF FAULT OR DEFECT. If the City observes or otherwise becomes aware of any fault or defect in the Program or nonconformance with the Construction Contract Documents, prompt written notice thereof should be given to the Program Manager. If the Program Manager observes or otherwise becomes aware of any fault or defect in the Program or nonconformance with the Construction Contract Document, prompt written notice thereof shall be given to the City.
- 6.3 CITY INFORMATION AND APPROVALS. The City shall make a reasonable effort to furnish required information and approvals expeditiously as practical for orderly progress of the Work and adhere with the time conditions for such City activities as set out in all approved schedules for the Program.

- 6.4 ARCHITECT AGREEMENT. The City shall retain and contract separately with the Architect, for design services which are described in the agreement between the City and the Architect. The City shall cause all agreements between the City and the Architect subsequent to this agreement to be compatible and consistent with this Agreement and shall expressly recognize the Program Manager as the City's representative in providing the Services under this Agreement.
- 6.5 PROGRAM BUDGET. The City shall approve an initial budget, and any subsequent revisions, for the Program based on consultation with the Program Manager. Such budgets and revisions shall include contingencies for City- directed changes and unforeseen conditions during design and construction as well as other costs which are the responsibility of the City.
- 6.6 CONTRACTOR AGREEMENT. The City shall contract separately with the Contractor for construction. The City shall cause all agreements between the City and the Contractor to be compatible and consistent with this Agreement, and such agreements shall recognize the Program Manager as the City's representative in providing the Services under this Agreement and shall in addition to other provisions, require the Contractor to complete the Project within the time and contract amount stated in such agreements. The City shall further cause the Contractor's Construction Contract to require that the Contractor shall cause Program Manager to be named an Additional Insured on all policies of liability insurance, and shall supply to Program Manager separate written endorsements amending Contractor's said policies of insurance to that effect. A Certificate of Insurance indicating Program Manager to be a "Certificate Holder" or "Additional Insured" is not sufficient and will not be accepted without separate written endorsements provided by Contractor's insurer(s) amending those policies to include Program Manager as an Additional Insured. Owner shall cause Contractor to grant a Waiver of Subrogation and a Waiver of Consequential Damages in favor of Program Manager in all contracts and agreements between Owner and Contractor. City shall cause any Contractor Agreement to state that the Contractor understands and agrees that it is not a third-party beneficiary to either the Program Management Agreement between City and Program Manager or the relationship between City and Program Manager. All agreements which in any way arise out of Contractor's scope of work and/or responsibilities under the Program shall contain such a statement, regardless of whether the signatories to such agreements are in privity with the Contractor. The inclusion of such a statement in any such agreements shall be the responsibility of the Contractor. Program Manager agrees to review all agreements made by the City with the Architect, Contractor and others to verify

that such agreements contain the provisions which are required by this paragraph.

- 6.7 CONSTRUCTION CONTRACT DOCUMENTS. An initial copy of Construction Contract Documents shall be furnished to the Program Manager.
- 6.8 PERMITS AND LICENSES. The Program Manager shall assist the City in obtaining building permits and special permits for permanent improvements except for permits required to be obtained directly by the various contractors. The Program Manager shall verify that the City has paid applicable fees and assessments. The Program Manager shall assist the City and Architect in connection with the City's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Program.
- 6.9 PROGRAM COMMUNICATION. The City shall require the Architect to send copies of all notices and communications sent to or received by the City or the Architect relating to the Work to the Program Manager. During the Construction Phase of Project, the City shall require that the Contractor submit copies of all notices and communications relating to the Work directly to the Program Manager.
- 6.10 CITY'S REPRESENTATIVE. The City shall designate Jim DeLapp and their designee(s) to act in the City's behalf with respect to the Program. The said City's Representative shall have the authority to approve changes in the scope of the Program and shall be available as often as may be necessary to examine information submitted by the Program Manager, to render decisions and to furnish information in a timely manner. The City's Representative may designate any employee of City to act in their behalf as City's agent when and as needed or as desired. Program Manager shall have the right to rely on all statements, representations, decisions, directives and any other communications pertaining in any way to the Program made by the City's Representative, their designee(s), and any person whom Program Manager reasonably believes possesses the authority to bind and/or act on behalf of the City.

ARTICLE 7

NOTICES

- 7.1 NOTICES. Any notice required by this Agreement to either party by the other shall be in writing and deemed given when delivered personally or five (5) days after deposit in the United States Post Office, as postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as shall be duly given by notice meeting the requirement of this article.

To City:
James DeLapp
Executive Director, Public Works
205 Government Street, South Tower, 3rd Floor
Mobile, Alabama 36602

To Program Manager:
James P. "Jimmy" Screen, III
Senior Vice President
11 North Water Street, Suite 18290
Mobile, AL 36602

ARTICLE 8 INSURANCE

8.1 INSURANCE. For the term of this Agreement, the Project Manager shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

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

- (2) Property damage liability \$100,000 each occurrence
Or, (in lieu of (1) and (2) above)
- (3) Bodily injury and property damage combined - \$500,000 per occurrence

c. Workers' Compensation/Employer's Liability:
Workers' Compensation insurance in the amounts required by all applicable laws, rules, or regulations of the state of Alabama.

d. Professional Liability Insurance: \$2,000,000 per claim made

8.2. Insurance coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of Services under this Agreement until date of final payment and termination of any coverage required to be maintained after final payment.

ARTICLE 9 TERMINATION AND SUSPENSION

- 9.1 TERMINATION. This Agreement may be terminated by City by providing thirty (30) days written notice to the Program Manager. In the event of termination deemed to be no fault of the Program Manager, the Program Manager shall be compensated for services performed prior to termination.
- 9.1.1 This Agreement may be terminated by either party hereto upon seven (7) days written notice should the other party fail substantially to perform in accordance with the material terms hereof through no fault of the terminating party.
- 9.2 SUSPENSION. The City may at any time order the Program Manager in writing to suspend, delay or interrupt all or any part of the Work on the Program for the convenience of the City, or because of events beyond the control of the City or for any other reasons. After City suspends the Program for more than ninety (90) consecutive days, the Program Manager may terminate this agreement by giving thirty (30) days written notice.

ARTICLE 10
SUCCESSORS/ASSIGNMENT/THIRD PARTIES

- 10.1 SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the heirs, successors, permitted assigns, trustees and personal representatives of the Program Manager.
- 10.2 ASSIGNMENT. The Program Manager shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City.

ARTICLE 11
CERTIFICATES FOR PAYMENT TO THE CONTRACTOR

- 11.1 Based upon observations at the site and upon the Contractor's applications for payment, the Program Manager shall from time to time determine the amount owing to the Contractor pursuant to the terms of the City-Contractor Agreement, and shall issue certificates for payment to the City in such amounts. The Program Manager shall consult with the Architect in the determination of the amount due the Contractor. The Program Manager and the Architect shall sign the certificate for payment prior to the time it is transmitted to the City by the Program Manager. The signing of a Certificate for Payment shall constitute nothing more than a representation that the amount certified is currently owed the Contractor based on actual percentage of completion as calculated and/or determined by the Architect, and that the Architect has approved the Certificate for Payment, and that the Program Manager knows of no reason why the certified amount should be withheld. Program Manager shall not be responsible or liable for payment to suppliers, manufacturers, subcontractors, subconsultants, vendors or other third parties.

ARTICLE 12
ADDITIONAL PROVISIONS

- 12.1 CONFIDENTIALITY. In order for the Program Manager to effectively provide the Services required under this Agreement, it may be necessary or desirable for the City to disclose to the Program Manager confidential and proprietary information and trade secrets pertaining to the City's past, present and future activities. The Program Manager hereby agrees to treat information which has been designated to the Program Manager by the City in writing as being confidential and proprietary information or trade secrets in a confidential manner. The Program Manager further agrees that it will not disclose any such information so designated to anyone outside of the City at any time without the prior written consent of the City.

- 12.2 DOCUMENTS AND RECORDS. Upon termination or expiration of this Agreement, the Program Manager shall, upon written request from the City, return to the City all documents and records provided by the City which are in the Program Manager's possession or control.
- 12.3 GOVERNING LAW AND CHOICE OF FORUM. It is expressly agreed and stipulated by the Parties that this contract shall be deemed to have been made and to be performable in the State of Alabama. All questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the Parties hereto, shall be governed by and resolved in accordance with the laws of said State. The venue of any legal proceeding arising under this agreement shall be Mobile County, Alabama.
- 12.4 DISPUTE RESOLUTION. If a dispute arises out or relates to this Agreement or its alleged breach, the parties shall direct their Representatives to endeavor to settle the dispute first through direct, good faith discussions. If the dispute cannot be resolved through direct, good faith discussions, the parties shall engage in and meaningfully participate in mediation. The Representatives of the parties shall attend all mediation sessions and shall make a good faith, meaningful effort to resolve the dispute(s) between them. The parties shall arrange to have representatives of their insurers present at the mediation to assist in resolving the dispute(s). The mediator(s), procedure, length, date and location of the mediation shall be mutually agreed upon between the parties. Once one party submits to the other a written demand for mediation, the parties shall commence such mediation within sixty (60) days of said written demand.
- 12.5 ENTIRE AGREEMENT. This Agreement and attachments hereto represent the entire and integrated agreement between the City and the Program Manager and supersedes all prior negotiations, representations or agreements, either written or oral. No other documents, statements or representations are incorporated herein, by reference or otherwise, if they do not appear within the four corners of this Agreement or Attachment A hereto. Nothing shall be incorporated herein without the written consent and agreement of both City and Program Manager. Any deviation by either party from the terms of this contract shall not be deemed a waiver of either party's rights under this contract.
- 12.6 MODIFICATION OF AGREEMENT. This Agreement may be amended only by written instrument signed by both the City and the Program Manager.

- 12.7 SEVERABILITY. If any one or more of the provisions contained in this Agreement, for any reason, are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

WAIVER OF SUBROGATION. Owner and Program Manager hereby waive all claims and other rights they may have against each other for loss of and/or damage to (a) the Program and any individual Projects therein, (b) all materials, machinery, equipment and other items used in the Program and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of Owner and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the Owner as trustee. If Owner is not the sole owner of the Project sites and all property at and adjacent thereto, Owner shall obtain an undertaking from the other owners thereof sufficient to provide Program Manager the same protection from liability for loss or damage as would be afforded to Program Manager under this Agreement if Owner were the sole owner.

Owner shall have its insurers waive all rights of subrogation they may have against Program Manager on all policies of insurance carried by the Owner which may in any way pertain to the Program.

If the policies of insurance referred to in this above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the Owner will cause them to be so endorsed.

- 12.8 CALENDAR DAYS. Except where specifically stated otherwise, all periods of time stated in terms of days shall be considered periods calculated in calendar days.
- 12.9 HEADINGS. The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.
- 12.10 JOINT DRAFTING. City and Program Manager expressly agree that this Agreement was jointly drafted, and that each of them had an opportunity to negotiate its terms and to obtain the assistance of competent counsel in reviewing its terms prior to execution, which each party performs freely, willingly and of its own

volition. Therefore, this Agreement, and any dispute, claim, proceeding or other action arising therefrom, shall be construed neither against nor in favor of either party, but shall be construed in an equal manner.

12.11 INTERPRETATION OF CERTAIN WORDS. For the purpose of this Agreement unless the context clearly indicates otherwise, the singular includes the plural, and the plural includes the singular.

12.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument, which shall be sufficient evidence by any one thereof.

ARTICLE 13 MISCELLANEOUS

13.1 ANTIBOYCOTT. Program Manager 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. "is aware or becomes aware of the presence of any Hazardous Material at any Project site, it shall promptly notify Program Manager of the presence, location and composition of the Hazardous Material.

13.2 NONDISCRIMINATION. Program Manager 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 Hazardous Material is discovered at any Project site, Program Manager shall be entitled to immediately stop performance of Basic Services or Warranty Phase Services, and Program Manager shall report the condition to the City.

13.3 IMMIGRATION LAW. Program Manager agrees that for the duration of the agreement 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.

13.4 INDEMNIFICATION.

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

13.5 STANDARD OF PERFORMANCE:

Program Manager shall perform all professional services under this contract with the professional skill and care ordinarily provided by a Program Manager professional practicing under the same or similar circumstances and professional licenses considering the ordinary professional skill and care of a Program Manager professional.

This Agreement executed the day and year first written above.

CITY:

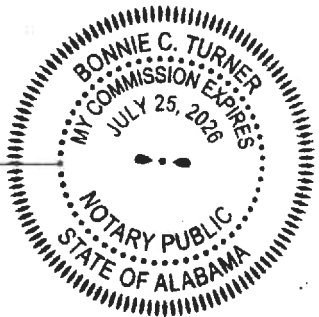
By: _____
William S. Stimpson, Mayor

Attest: City of Mobile

By: _____
City Clerk

PROGRAM MANAGER:

By:  _____
Leon M. Barkan, CCM
Volkert, Inc.
President and Chief Operating Officer



PROGRAM/CONSTRUCTION MANAGEMENT SERVICES FOR CITY OF MOBILE CIVIC CENTER MASTER PLAN DEVELOPMENT

VOLKERT FEE ESTIMATE

	Program Executive	Program Manager	Estimator	Program Controls Scheduling e-Builder	Senior Construction Manager	Construction Manager	Construction Inspector	Administrative Assistant	
Total Estimated Hours	1,376	6,880	768	2,880	2,464	3,052		1,504	18,924
						TOTAL ESTIMATED COST		\$ 4,516,239.65	
						TOTAL PROJECT DURATION (MONTHS)		43	
						MONTHLY BILLING RATE		\$ 105,028.83	
						ESTIMATED PROGRAM BUDGET		\$ 202,000,000.00	
						TOTAL FEE AS PERCENTAGE OF TOTAL PROGRAM BUDGET		2.24%	

3 August 2023

Cassie Boatwright
Director of Real Estate and Asset Management
City of Mobile
205 Government Street
Mobile, AL 36644

Reference: Volkert, Inc. Fee Proposal for Program/Construction Management Services for The Mobile Civic Center Master Plan Improvements.

Volkert, Inc. is pleased to offer this Fee Proposal and the attached Program Management Scope of Services. Based upon information provided to Volkert by the City of Mobile, it is our understanding that the forecast completion date for the Civic Center Renovation is February 2027.

- Volkert's fee proposal is based upon the above date with a period of performance from Contract Award (anticipated to be 15 August 2023) and extending through February 28, 2027.
- Volkert proposes to provide Program/Construction Management Services in general accordance with Volkert's standard Program Management Scope of Services attached to this fee proposal; which may be modified throughout the period of performance as agreed to between the City of Mobile and Volkert.
- Volkert's proposed fee for the above detailed period of performance is \$4,516,239.65. The fee will be invoiced monthly to The City of Mobile over forty-three (43) months in the amount of \$105,028.83 per month.

- The typical fee for Program Management Services for multi-project programs of this size and complexity ranges between 3% to 4% as a percentage of the total program value. Volkert's proposed fee is 2.24% of the total estimated program value of \$202,000,000.00.

We look forward to assisting the City of Mobile with this important and high-profile project. Please contact myself (225-252-0172), Stan Winter (251-510-7764), or Sam Matheny (864-245-1917) with any questions.

Sincerely,



James P. (Jimmy) Screen, III
Senior Vice President
Program Management
Volkert, Inc.

ATTACHMENT A SCOPE OF BASIC SERVICES

A. PRE-DESIGN PHASE

1. **DEVELOPING DESIGN PROCEDURES.** Program Manager and Owner will develop the Design procedures and report formats. These procedures will provide the basis for communication among the Owner, Program Manager and the Design Consultant.
2. **DESIGN CONSULTANT ORIENTATION.** Program Manager will conduct a Design Consultant orientation session in which all project parameters such as schedule and design requirements, budget requirements, program requirements, site conditions, and other physical and Owner administrative constraints will be made known to the Design Consultant.
3. **PRE-DESIGN PROGRAM ANALYSIS.** Program Manager, Owner, Design Consultant and other appropriate parties will conduct a pre-design program analysis. The program analysis will provide a forum to further analyze the budget and schedule constraints.
4. **MASTER SCHEDULE.** Program Manager will develop a Master Schedule for approval by Owner. The Master Schedule will contain key milestones to be accomplished by the project participants. The Master Schedule shall define the length of time for Pre-Design Phase Services and Construction Phase Services. Owner shall retain full and final decision-making authority with respect to the Master Schedule, despite Program Manager's recommendations.
5. **LIST OF CRITICAL DATES.** Once the Master Schedule is defined, a more comprehensive List of Critical Dates will be prepared by Program Manager for approval by Owner. This list of Critical Dates will indicate the various activities which are critical for the success of the overall schedule during the design, the last acceptable date for each task to be completed, and the party responsible for accomplishing the task. This document will be the basis for Program Manager to monitor progress during the design. Owner shall retain full and final decision-making authority with respect to the List of Critical Dates, despite Program Manager's recommendations.
6. **COST MODEL.** Program Manager will provide a budget for the program for purposes of developing and/or analyzing the Program Budget.
7. **PROGRAM BUDGET.** Program Manager will review the Program Requirements, site constraints, the Owner's schedule goals, and budget data in existence, and develop the Program budget based on this data and Program Manager's historical cost data. Program Manager will make a report of the budget to the Owner indicating (1)

shortfalls or surpluses in the budget and (2) recommendations for cost reductions or revisions to the Program Requirements if necessary. Upon balancing the budget with the Program Requirements, Program Manager will present to the Owner the Program Budget. Owner shall retain full and final decision-making authority with respect to Program Budget, despite Program Manager's recommendations.

8. **MANAGEMENT INFORMATION SYSTEM.** Program Manager will become knowledgeable of the Owner's reporting requirements and needs, will interview the Owner's key personnel, and in conjunction with the Owner, will determine the type of information required and needed by the Owner, the reporting format, the frequency of various reports, and the distribution requirements for the Management Information System (MIS) relative to the Program. The MIS will be presented to the Owner in the form of a written report.
9. **DESIGN CONSULTANT(S) SELECTION.** Program Manager will assist the Owner in Design Consultant(s) selection by developing lists of potential Design Consultant firms, developing criteria and formats, preparing and transmitting the request for proposals, assisting in the review of written proposals, assisting in conducting interviews, evaluating candidates and making recommendations. Owner hereby recognizes that Design Consultants, providing a professional service, can be selected by Quality Based Selection (QBS), as opposed to "lowest bid" or the Alabama Public Works Law, and therefore Owner shall retain full and final decision-making authority with respect to Design Consultants, despite Program Manager's recommendations.
10. **DESIGN CONSULTANT(S) CONTRACT.** Program Manager will assist the Owner in the preparation of the Owner/Design Consultant Agreement by preparing draft language for the Design Consultant contract, including recommended language pertaining to budget and schedule adherence and Program Manager interface requirements. Owner shall retain full and final decision-making authority with respect to Design Consultant Contracts, despite Program Manager's recommendations.
11. **BOOKKEEPING SERVICES.** Program Manager will provide bookkeeping services that include accounting of all cash flow needs, appropriations and commitments from funding sources, and the expenditure of funds in accordance with the policies of the Owner and the requirements of the finance department of the Owner.
12. **PROJECT SPECIFICATIONS.** Program Manager will provide input, advice and recommendations to Owner personnel and/or the project specifications consultant during the development of the Program. Program Manager will make recommendations regarding the program specifications' impact on and necessary adjustments to the Program Budget, if any.

B. DESIGN PHASE

13. **DESIGN PHASE COORDINATION.** Program Manager will serve as the Owner's representative in coordination of the design team's activities with respect to the design procedures by all parties involved in the Program. Program Manager will expedite the flow of information among the Owner, the Design Consultants, and other parties.
14. **MONITOR DESIGN SCHEDULE.** Program Manager will monitor the Design Schedule, apprise the other team members in writing when actual or potential constraints to achieving the schedule goals occur and will make written recommendations for corrective action, and will coordinate and monitor the implementation of all corrective actions. Program Manager shall not have the right or authority to direct or control Design Consultant(s) or any other member of the design team, but shall endeavor to make those recommendations Program Manager deems appropriate for achieving schedule goals. Owner shall retain full and final decision-making authority with respect to Monitor Design Schedule, despite Program Manager's recommendations.
15. **DESIGN PROGRESS MEETINGS.** Program Manager will conduct design progress meetings with the Owner, Design Consultants, and others. Program Manager will provide coordination between the Design Consultant and the Owner in an effort to obtain the proper flow of information. These meetings will serve as a forum for the exchange of information and resolution of design decisions, and will be a point where design progress is reviewed and noted. Program Manager will distribute minutes of these meetings to all attendees and other appropriate parties.
16. **DESIGN REVIEW.** Program Manager will review the in-progress design documents solely for adherence to the Project Requirements; but Program Manager shall not review, peer review or otherwise perform any analysis of the in-progress design documents for things such as constructability or code compliance. Program Manager will conduct the in-progress design reviews at the Schematic Design, Design Development, 60% Construction Documents and 100% Construction Documents phases.
17. **DESIGN COMMENTS.** Program Manager's comments will be provided in writing and as notations on the construction documents and will be transmitted to the Owner. Owner shall retain full and final decision-making authority with respect to the Design, despite Program Manager's recommendations.
18. **CONSTRUCTABILITY REVIEW.** Program Manager shall not conduct any facet or aspect of a constructability review beyond providing input to the Owner and Design Consultant relative to the duration of construction. In no way shall this constitute a guarantee, warranty, representation or commitment from Program Manager that Design Consultant's design plans and other contributions to the Construction Documents meet

the Design Consultant's applicable Standard of Care.

19. **UPDATE MASTER SCHEDULE.** During the design, Program Manager will maintain and periodically update the Master Schedule. The updated Master Schedule will be distributed to the Owner, the Design Consultant, and other appropriate parties on the program.
20. **SCHEMATIC DESIGN ESTIMATE.** At the conclusion of the Schematic Design phase Program Manager will provide a Schematic Design Estimate in Cost Model format. This Schematic Design Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances, if any, with the original budget and making recommendations for modifications, if required. Program Manager will be responsible for coordinating and monitoring required modifications of the Design Consultant necessary to attempt to eliminate variances with the budget. Program Manager will inform the Owner in a timely manner as to the status of any required modifications.
21. **DESIGN DEVELOPMENT ESTIMATE.** At the conclusion of the Design Development phase Program Manager will provide a Design Development Estimate in Cost Model format. This Design Development Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances, if any, with the original budget and making recommendations for appropriate modifications, if required. Program Manager will be responsible for coordinating and monitoring required modifications of the Design Consultant necessary to attempt to eliminate variances with the budget. Owner shall retain full and final decision-making authority with respect to Monitor Design Schedule, despite Program Manager's recommendations. Program Manager will inform the Owner in a timely manner as to the status of any required modifications.
22. **CONSTRUCTION DOCUMENT (CD) ESTIMATES.** At the conclusion of the Construction Document phase Program Manager will provide 100% CD Estimate in Cost Model format. This Construction Document Estimate will be accompanied by a report to the Owner and Design Consultant identifying variances, if any, within the original budget and making recommendations for appropriate modifications, if required. Program Manager will be responsible for coordinating and monitoring required modifications of the Design Consultant necessary to attempt to eliminate variances within the original budget. Owner shall retain full and final decision-making authority with respect to Monitor Design Schedule, despite Program Manager's recommendations. Program Manager will inform the Owner in a timely manner of the status of any required modifications.
23. **COST ADJUSTMENT SESSIONS.** Should significant variance be detected on the Schematic Design, Design Development or 100% CD Estimate, Program Manager will immediately conduct cost adjustment sessions with the Design Consultant and the

Owner. At the conclusion of these sessions, Program Manager and Owner will immediately request commitments from the Design Consultant for design adjustments to the documents. Upon submittal of adjusted design documents, Program Manager will immediately prepare a confirmation Schematic Design, Design Development or 100% CD Estimate and report to the Owner and Design Consultant.

24. **COST MONITORING.** Program Manager will monitor the cost of the design in each phase. Program Manager will maintain dialogue with the Design Consultant and provide cost information at the project meetings and on an as needed basis.
25. **PROJECT STATUS REPORTS.** Program Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and construction and cost status reports. The schedule maintenance report will reflect actual progress against schedule progress for the design. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost. Program Manager shall develop and recommend any necessary modifications concerning any deficiencies therein. Program Manager will coordinate and monitor required modifications of the Design Consultant necessary to attempt to eliminate variances from the original budget. Program Manager shall inform the Owner in a timely manner of the status of the required modifications.
26. **PUBLIC RELATIONS ACTIVITIES.** Program Manager will assist the Owner and Design Consultant in public relations activities including preparation of the project information, and attending internal and public meetings.

C. BID AND AWARD PHASE

27. **GENERATE BIDDER INTEREST.** Program Manager will maintain contact with potential bidders on a regular basis throughout the bid period. This includes major subcontractors and suppliers as well as General Contractors. A telephone campaign will be conducted to stimulate and maintain interest in bidding on projects within the Program.
28. **CONTRACTS FOR CONSTRUCTION.** Program Manager will review the Design Consultant's General Conditions and make recommendations for their modification in areas relating to Construction/Program Management as they apply to the specific contract in question. The General Conditions will contain various construction phase time/cost control provisions which, in general, provide better Owner control and options to expedite the construction utilizing the presence of an on-site Construction/Program Manager. The Supplementary Conditions and Special Conditions will be tailored to meet the specific project requirements as approved by the Owner.

29. **PRE-BID CONFERENCE.** In conjunction with the Owner and Design Consultant, Program Manager will conduct pre-bid conference(s). These conferences will be a forum for the Owner, Program Manager and Design Consultant to present the project requirements to the bidders.
30. **REVIEW AND INQUIRIES.** Program Manager will review communications related to Bidder inquiries and seek resolution from the appropriate design team member.
31. **ADDENDA REVIEW.** Program Manager will provide a review of each addendum during the Bid Phase solely for time, cost, or constructability schedule impact, and make appropriate comments or recommendations. In no way shall this constitute a guarantee, warranty, representation or commitment from Program Manager that Design Consultant's design plans, addenda and other contributions to the Construction Documents meet the Design Consultant's applicable Standard of Care.
32. **BID EVALUATION.** Upon receipt of bids, Program Manager will assist the Owner and Design Consultant in the bid opening, evaluate the bids for completeness, full responsiveness and price, including alternate prices and unit prices.
33. **REVIEW OF SYSTEM ALTERNATIVES.** Program Manager, if required because of budgetary reasons, will provide a review of system alternatives to evaluate construction components and to reconcile construction cost overruns. This review will be summarized in report form and distributed to the Owner, the Design Consultant, and other appropriate parties.
34. **CONSTRUCTION CONTRACT NEGOTIATIONS.** Program Manager shall assist the Owner in preparing, negotiating and entering into Trade Contractor's Agreements, and advise the Owner on the qualifications of subcontractors and suppliers proposed by Trade Contractors. All Trade Contractor Agreements shall be between the Owner and Trade Contractors and not between Program Manager and Trade Contractors. The terms and conditions of the Trade Contractor Agreements shall be acceptable to Program Manager. Program Manager will negotiate on behalf of the Owner with the Trade Contractors when negotiation for added or deleted scope is necessary prior to award of contract.
35. **PROJECT STATUS REPORTS.** Program Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports. The schedule maintenance report will reflect actual progress compared with scheduled progress for the Bid and Award Phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted project cost. Program Manager shall develop and recommend any necessary modifications concerning any deficiencies therein. Program Manager will coordinate and monitor

required modifications of the Design Consultant and/or General Contractor necessary to attempt to eliminate variances from the original budget. Program Manager shall inform the Owner in a timely manner of the status of the required modifications.

D. CONSTRUCTION PHASE

36. **PRE-CONSTRUCTION CONFERENCE.** Program Manager and Owner will conduct, in conjunction with the Design Consultant, a pre-construction orientation conference for the benefit of the successful General Contractors. It will serve to orient the General Contractors to the various reporting procedures and site rules prior to the commencement of actual construction.

37. **CONTRACT MANAGEMENT.** Under Contract Management Program Manager shall be responsible for the coordination and management of the Design Consultant and/or General Contractors for the projects within the Program, and shall make a diligent effort to keep the Owner fully apprised whether or not the Design Consultant and/or General Contractors are complying with the contract terms including, but not limited to, schedule and budget.

As will be called for in the contract between Owner and the Design Consultant, the Design Consultant has sole, total, exclusive, primary and final responsibility for contract administration and shall visit the site as necessary, in accordance with Design Consultant's applicable standard of care, to determine in general if the work is being performed in a manner indicating the work when completed will be in accordance with the contract documents. The Design Consultant will make final decisions on whether particular portions of work conform to plans and specifications.

38. **CONSTRUCTION SCHEDULE.** Program Manager will review the Contractor's development of its detailed construction schedule within the framework of the submitted Master Schedule. Program Manager will receive the detailed Construction Schedule from the Contractors and, when approved by the Design Consultant, distribute the detailed Construction Schedule to the Contractors, the Owner, the Design Consultant and other appropriate parties. This schedule will be the basis for all future reports reflecting scheduled progress versus actual project progress during the Construction Phase. Owner shall retain full and final decision-making authority with respect to the Construction Schedule, despite Program Manager's recommendations.

39. **SCHEDULE OF VALUES.** Program Manager will review and reconcile the Contractor's Schedule of Values for each of the activities included in the Construction Schedule and will use this information as initial data for the Construction Phase. This report will then be used as the basis for all future progress payments during the Construction Phase.

40. **SUBMITTAL PROCEDURES.** Program Manager will establish and implement procedures for submittals, change orders, Applications and Certificates for Payment and other procedures; and maintain logs, files, and other necessary documentation. Program Manager shall not approve or deny said submittals; but shall review them merely to determine whether said submittals are in a complete, final and acceptable format sufficient for transmittal to the Design Consultant and Owner for their review and approval pursuant to the Contract Documents.
41. **JOB SITE MEETING.** Program Manager will conduct periodic job site progress meetings with the General Contractors, will report to the Owner and will distribute minutes to all attendees, the Owner, the Design Consultant, and all other appropriate parties.
42. **CONSTRUCTION OBSERVATION.** Program Manager is not a guarantor of the Work or of the Program or of the various Projects with the Program. Program Manager is not being retained as a Program Manager at Risk or as a Clerk of the Works, and neither the overall Program nor the various Projects within the Program are turn-key operations. Design Consultant has primary construction inspection/construction observation/construction administration/contract administration responsibility under its contract(s) with Owner. Program Manager's construction observation obligations are secondary to those of Design Consultant. Owner acknowledges and takes into account the fact that Program Manager does not have a contract with General Contractors or Design Consultants and, as such, cannot direct their respective means and methods, forces, personnel, subcontractors and subconsultants. Program Manager cannot force those parties with which it has no contract to perform any acts they are not willing to perform. Forcing Owner-desired action out of General Contractor and/or Design Consultant is up to Owner. As Owner's representative, Program Manager shall endeavor to determine in general whether the Work is being performed in accordance with the requirements of the respective Construction Contractor Agreements, endeavoring to guard the Owner against defects and deficiencies in the Work. Program Manager is not being retained to perform quality control or quality assurance inspections on the Work, and Program Manager shall not be held liable or attempted by Owner to be held liable for Design Consultant's or Construction Contractors' performance.

Program Manager will visit the site to perform construction observation on a bi-weekly basis.

43. **NON-CONFORMING WORK.** Program Manager will, in conjunction with the Design Consultant, make recommendations for corrective action on observed non-conforming work. Program Manager shall not have control over or charge of acts or omissions of the Contractors or their subcontractors, agents or employees, or any other persons performing portions of the Work not directly employed by Program Manager. Program

Manager shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Trade Contractors, since these are solely the Contractors' responsibilities. Program Manager shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents.

44. **EXERCISE OF CONTRACT PREROGATIVE.** Program Manager will advise the Owner and make recommendations to the Owner for exercising the Owner's contract prerogative, such as giving the Contractors notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor's failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance. Owner shall retain full and final decision-making authority with respect to its Exercise of Contract Prerogative, despite Program Manager's recommendations.
45. **CONSTRUCTION PROGRESS REVIEW.** Program Manager, in addition to the Design Consultant, will review and monitor the pace and progress of construction with the Contractors, observe work in place and properly stored materials and on a monthly basis solely in order to evaluate the percentage complete of each construction activity as indicated in the construction schedule. This will serve as data to update the monthly progress report which will be prepared and distributed to the Contractors, the Owner, Design Consultant and other appropriate parties. This report will reflect the Trade Contractor's contractual progress, will be the basis for the monthly progress payment to the Contractors and will indicate to the Owner when notices to the Contractors for acceleration of the Work and the Owner prerogatives are appropriate.
46. **MONTHLY CONSTRUCTION SCHEDULE UPDATES.** Program Manager will prepare and distribute monthly construction schedule updates. After an evaluation of the actual progress as observed by Program Manager; schedule activities will then be assigned percentage-complete values in conjunction with the General Contractors. The report will reflect actual progress as compared to schedule progress noting variances (if any) as negative float. This report will also be the basis for determining implementation of certain Owner prerogatives concerning progress of the Project, when required.
47. **RECOVERY SCHEDULE.** Program Manager shall assist the General Contractors in preparing a Recovery Schedule and shall monitor the implementation of same. This Recovery Schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Contractors to recapture the lost time and complete the Work in accordance with the Contract Completion Dates. This Recovery Schedule will be distributed to the General Contractors, the Owner, Design Consultant and other appropriate parties.
48. **MONTHLY CONSTRUCTION PAYMENT.** Program Manager will review and make

recommendations pertaining to monthly progress payment to each General Contractor. The results of this activity will be an integral part of the monthly progress report updates.

A Pay Request Form will be prepared and approved by Program Manager and attached to the Application and Certificate for Payment prepared by the General Contractors and which is executed by both the Design Consultant and General Contractors, all of which will be transmitted to the Owner for use in the Owner's internal accounting system payment to the General Contractors.

The recommendation for payment of a Trade Contractor's application for payment shall not be a representation that Program Manager has:

- a. made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;
- b. reviewed construction means, methods, techniques, sequences or procedures for the Trade Contractor's Work;
- c. reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Trade Contractor's right to payment; or
- d. ascertained how or for what purpose the Trade Contractor has used money previously paid.

Owner, shall retain full and final decision-making authority with respect to Monthly Construction Payment, despite Program Manager's recommendations.

- 49. **MONTHLY CONSTRUCTION PAYMENT REPORTS.** Program Manager will prepare and distribute the monthly construction payment reports which will be an integral part of the monthly progress report. This report will reflect the total construction contract price, Trade Contractor's progress payment(s) to date, current payment requested, retainage, and actual amount owed for the current period.
- 50. **EVALUATE PROPOSAL COST.** Program Manager will evaluate the Trade Contractor's proposal cost and will make a formal recommendation to the Owner regarding acceptance of the proposal for a Change Order.
- 51. **CHANGE ORDER PROCESSING SYSTEM.** Program Manager will establish and implement a Change Order processing system. Program Manager will neither approve nor reject Change Orders; this is within the province of the Design Consultant and Owner. Owner shall retain full and final decision-making authority with respect to approval and rejection of Change Orders, despite Program Manager's recommendations.

52. **NEGOTIATION OF CHANGE ORDER COSTS AND TIME EXTENSIONS.** Should Owner and Design Consultant approve a Change Order Request, Program Manager will then negotiate change order costs and time extensions on behalf of the Owner. Program Manager will advise the Owner of acceptability of price and time extension prior to the execution of any change order.
53. **FORCE ACCOUNT RECORDS.** In instances when the change order work is to be done on a time and material basis, and when approved by the Owner as an Additional Service, Program Manager will maintain force account records on a daily basis to determine the actual work and time required for the work.
54. **CHANGE ORDER REPORTS.** Program Manager will prepare and distribute Change Order reports on a monthly basis throughout the Construction Phase. This report will provide Change Order information pertaining to proposed and executed Change Orders and their effect on the contract price as of the date of the report.
55. **TRADE CONTRACTOR CLAIMS.** Program Manager will perform a preliminary evaluation of the contents of the claim and obtain factual information concerning the claim. Program Manager will analyze claims for extension of time and for impact cost, using the schedule report. Program Manager will prepare estimates based on the alleged cause of claims submitted by the Trade Contractors and will prepare alternate estimates based on varying scenarios of the claim cause. These estimates will be transmitted to the Owner for potential use in claim rulings and negotiations. Program Manager will make a final recommendation to the Owner concerning settlement or other appropriate action. If desired, Program Manager will negotiate claims with the Trade Contractors on behalf of the Owner at the Owner's instructions. Owner shall retain full and final decision-making authority with respect to Trade Contractor Claims, despite Program Manager's recommendations.
56. **PROJECT STATUS REPORTS.** Program Manager will prepare and distribute a monthly Project Status Report which will include schedule maintenance and cost status reports and claims reports. The schedule maintenance report will reflect actual progress against scheduled progress for the construction phase. The project summary cost status report will reflect actual current cost and projected project cost compared to budgeted Project cost.
57. **SUBSTANTIAL COMPLETION.** In addition to the Design Consultant, Program Manager will make a determination of the remaining work necessary for Substantial Completion, and notify the Design Consultant of any observed deficiencies. Program Manager will be responsible for coordinating and monitoring any necessary actions of the Trade Contractors and/or Design Consultant required to implement and correct any deficient

or incomplete work. When incomplete work or defective work has been remedied, Program Manager will advise the Owner of acceptability of Project completeness and advise as to issuance of a Certificate of Substantial Completion. In the event of remaining incomplete items, Program Manager will, upon the Owner's concurrence, recommend issuance of a Certificate of Substantial Completion with exceptions noted. Owner shall retain full and final decision-making authority with respect to Substantial Completion and with respect to its occupancy and use of the Work and Project, despite Program Manager's recommendations

58. **FINAL COMPLETION.** Program Manager, in conjunction with the Design Consultant, will at the conclusion of all corrective action of all punch list items, make a final comprehensive review of the Project, make a report to the Owner which will indicate whether Program Manager and the Design Consultant find the Work performed acceptable under the Contract Documents and the relevant Project Data, and make recommendations as to final payment to the Trade Contractors.
59. **OWNER START-UP.** Program Manager, with the Owner's maintenance personnel, shall direct the checkout of utilities, operations systems and equipment for readiness and assist in their initial start-up and testing by the Trade Contractors.
60. **DELIVERY OF MANUALS, ETC.** Program Manager shall collect and deliver to the Owner the guarantees, affidavits, releases, bonds and waivers from Trade Contractors and any keys, manuals, record drawings and maintenance stocks Program Manager receives from the Trade Contractors.
61. **OCCUPANCY PERMIT.** Program Manager will assist the Owner in obtaining the occupancy permit. This task may encompass accompanying governmental officials during inspections of the facility, assist in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities and securing corrective action.
62. **OCCUPANCY PLAN/SCHEDULE.** Program Manager will prepare an occupancy plan which will include a schedule indicating critical interfaces for relocation of furniture, equipment, new furniture and equipment and the relocation of the Owner's personnel. This schedule will be distributed to the moving contractors, the Owner's affected departments, and other appropriate parties. In addition Program Manager will be responsible for the management of the procuring and the placement of all furniture, fixtures and equipment.
63. **FINAL PROJECT REPORT.** At the conclusion of the project, Program Manager will prepare final Project accounting and close-out reports of all above indicated report systems. These reports will summarize for historical purposes any items which are not

self-explanatory.

64. **WARRANTY.** Coordination and monitoring of all warranty related issues for each project in the building program through the one (1) year warranty period shall be done on an hourly rate basis and is not a part of Basic Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2023

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

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

PRODUCER Greyling Ins Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Sharon Brubaker PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com												
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile AL 36602	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: National Union Fire Ins Co of Pittsburg</td><td>NAIC # 19445</td></tr><tr><td>INSURER B: Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER C: Evanston Insurance Company</td><td>35378</td></tr><tr><td>INSURER D: New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER E: Allied World Surplus Lines Insurance Co</td><td>24319</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: National Union Fire Ins Co of Pittsburg	NAIC # 19445	INSURER B: Everest National Insurance Company	10120	INSURER C: Evanston Insurance Company	35378	INSURER D: New Hampshire Insurance Company	23841	INSURER E: Allied World Surplus Lines Insurance Co	24319	INSURER F:	
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INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 1219109772**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																		
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Number : CC-034D-22 Project Name: Mobile Civic Center Project Management.

City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government St
Mobile AL 36633-0000

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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Company ID Number: 105558

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I**PURPOSE AND AUTHORITY**

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Volkert & Associates, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II**FUNCTIONS TO BE PERFORMED****A. RESPONSIBILITIES OF THE SSA**

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment

Company ID Number: 105558

eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

Company ID Number: 105558

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the E-Verify Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:
 - 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 presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any

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action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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 non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of

Company ID Number: 105558

employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 or 1-800-237-2515 (TDD).

12. 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.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS 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.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The

Company ID Number: 105558

Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

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7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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 Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. 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 they may determine.

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 Employer, its agents, officers, or employees.

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 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 Employer.

The employer understands that the fact of 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, and responses to inquiries under the Freedom of Information Act (FOIA).

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INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM

Information relating to your Company:

Company Name: Volkert & Associates, Inc.Company Facility Address: 3809 Moffett Rd
Mobile, AL 36618Company Alternate Address: P.O. Box 7434
Mobile, AL 36670County or Parish: MOBILEEmployer Identification Number: 630247014North American Industry
Classification Systems Code: 541Parent Company: Volkert & Associates, Inc.Number of Employees: 500 to 999 Number of Sites Verified for: 24

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- | | |
|------------------|-----------|
| • MISSOURI | 1 site(s) |
| • ALABAMA | 6 site(s) |
| • FLORIDA | 6 site(s) |
| • VIRGINIA | 1 site(s) |
| • GEORGIA | 2 site(s) |
| • ILLINOIS | 1 site(s) |
| • TENNESSEE | 2 site(s) |
| • NORTH CAROLINA | 1 site(s) |
| • MISSISSIPPI | 2 site(s) |
| • LOUISIANA | 2 site(s) |

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Holly W Gibney

Company ID Number: 105558

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Volkert & Associates, Inc.

Holly Gibney

Name (Please type or print)

HR Mgr

Title

Electronically Signed

Signature



03/07/2008

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

03/07/2008

Date



Alabama Secretary of State



Volkert & Associates, Inc.	
Entity ID Number	000 - 142 - 289
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Merged
Merged Date	12/31/1996
Merged Into	Volkert, Inc.
Place of Formation	Mobile County
Formation Date	03/27/1991
Registered Agent Name	ZOGHBY, THOMAS A
Registered Office Street Address	3809 MOFFETT ROAD MOBILE, AL 36618
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL ENGINEERING BUSINESS
Capital Authorized	\$10,000
Capital Paid In	---
Incorporators	
Incorporator Name	FOSTER, CLIFFORD III
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1991 1992 1993 1994 1995 1996
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	03/27/1991 Certificate of Formation 5 pgs.

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RESOLUTION

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 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: Volkert, Inc.

COM project name: Agreement for Professional Program Management Services
Between City of Mobile and Volkert, Inc.

COM project number: CC-034D-22

Contract amount: \$945,259.47

ADOPTED:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

KIM CARMODY DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR SANDY STIMPSON

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RAUL RESOLUTION	Cover Memo	8/8/2023
RAUL MALAVER AMENDMENT	Cover Memo	8/8/2023
RAUL MALAVER CONTRACT	Cover Memo	8/8/2023

REVIEWERS:

Department Reviewer	Action	Date
Parks and Recreation Carmody, Kim	Approved	8/10/2023 - 4:31 PM
Budget Sapp, Celia	Approved	8/17/2023 - 9:24 AM
Legal Kern, Chris	Approved	8/17/2023 - 9:29 AM
Legal Kern, Chris	Approved	8/17/2023 - 9:30 AM
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 2:57 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Raul Malaver to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

City Clerk



Professional Services Contract City of Mobile

Mobile Tennis Teaching PRO

AMENDED AND RESTATED AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this ____ day of _____ 2023, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Raul Malaver (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant, and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

- A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.
- B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.
- C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible, therefore.
- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at

its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Raul Malaver
30320 Green Court
Spanish Fort, Al 36527

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491 , Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

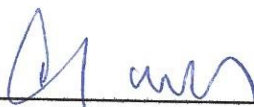
IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk



RAUL MALAVER, Tennis Professional

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Raul Malaver, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 30th day of August, 2023

SEAL

Notary public Ritesh Khushmanbhai Patel

MY COMMISSION EXPIRES: My Commission
Expires May 15, 2027

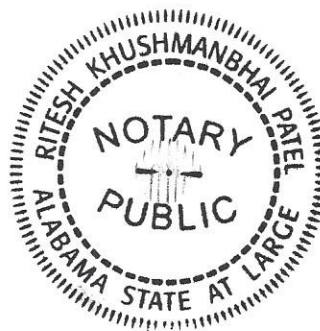


Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.
8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-6 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$60.00 (1-6 STUDENTS) 85% to Instructor = \$51.00

Customer Pays \$70.00 (7-8 STUDENTS) 85% to Instructor = \$59.50

Customer Pays \$80.00 (9-12 STUDENTS) 85% to Instructor = \$68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

\$30.00 (1-6 STUDENTS)

*1 HOURS

\$60.00 (1-6 STUDENTS)

\$70.00 (7-8 STUDENTS)

\$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract

21 . 4 23

2021

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk, be and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, agreements with Andrew Pinkus, Dustin Scott, Elaine Campbell, Frank Amanor, Hans Laub, Raul Malaver, and Walter Listuon, to provide tennis lessons and clinics for the Parks and Recreation Department, compensation for work provided by the contractor as provided in the statement of work, but in no event shall exceed \$40,000.00 per year as outlined in the agreements attached hereto and made a part hereof as though set forth in full. Copies of said agreements are on file in the office of the City Clerk.

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

ADOPTED: JUN 08 2021



City Clerk



Professional Services Contract City of Mobile

Mobile Tennis Center Pros

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 8th day of June, 2021, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Raul Malaver (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of teaching tennis lessons, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions,

NOW, THEREFORE, WITNESSETH

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A**. The total amount of this contract should not exceed \$40,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty six months or three years

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City

may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Raul Malaver
30320 Green Court
Daphne, AL 36527

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

FOR Raul Malaver, Contractor

By: Raul
Signed Name

Date 04/30/21

State of Alabama
Mobile County

I, _____ a Notary Public in and for said County and State, hereby certify
that _____ whose name is known to me, acknowledged before me on this
_____ day of _____, that, being informed of the contents of the foregoing, executed the
same voluntarily on the day the same bears date.

Notary Public.
My Commission expires on _____

FOR City of Mobile, A Municipal Corporation

By: W. H. Thompson
Mayor

Date 6/9/21

ATTEST

Christina Merchant
City Clerk

Date _____

Exhibit A Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a Customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per month scheduled through Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 12 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.
8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
10. City will pay Contractor per hour Contractor teaches according to the below fee schedule. Contractor may not accept the payment of tips or other gratuities from customers.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-6 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$60.00 (1-6 STUDENTS) 85% to Instructor = \$51.00

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Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 15 iPad computer tablets with vehicle mounts for MFRD.

EMS expense

Amount of Contract:

\$15,514.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230817 CDW Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 2:57 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.*

RESOLUTION

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
<u>10844</u>	2023	(1510) FIRE ADMINISTRATION	15 IPAD TABLETS WITH VEHICLE MOUNTS FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, BELOW BID REQUIREMENT – PRICE QUOTE)	\$15,514.00	<u>(272392) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013856-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	PER SOURCEWELL 081419-CDW TECH CATALOG ITEM: GDS Cool Dock car charging holder Pogo 15 Watt Supplier Part No: 7036566 Manufacturer Part No: RAM-GDS-DOCKLIF-AP32CPU Manufacturer Name: RAM Mount Supplier Quote No: 37171 NIGP: UNSPSC: 43212002	15.00 EACH	194.75000	2921.25
1	6120.70.15.0000.0000.1510.0000.0000.44020.			2921.25
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
002	ITEM: Apple 10 9 iPad wi Fi Cellular 10th Generation 64 GB Blue Supplier Part No: 7213850	15.00 EACH	602.44000	9036.60

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013856-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	Manufacturer Part No: MQ6K3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509 6120.70.15.0000.0000.1510.0000.0000.44020. Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			9036.60
003	ITEM: AppleCare Extended Service Agreement 2 years Optional Carry in Supplier Part No: 7213750 Manufacturer Part No: SGFC2LL/A Manufacturer Name: AppleCare Warranties Supplier Quote No: 43387 NIGP: UNSPSC: 43000000	15.00 EACH	50.01000	750.15
1	6120.70.15.0000.0000.1510.0000.0000.44020.			750.15

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013856-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004	ITEM: RAM Mounts Intelliskin Protective Sleeve for Gen10 iPad Supplier Part No: 7429555 Manufacturer Part No: RAM-GDS-SKIN-AP40-NG Manufacturer Name: RAM Mount Supplier Quote No: 37171 NIGP: UNSPSC: 43211600	15.00 EACH	102.44000	1536.60
1	6120.70.15.0000.0000.1510.0000.0000.44020.			1536.60
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013856-00 FY 2023 Acct No: 6120.70.15.0000.0000.1510.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/23	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
005	ITEM: RAM GDS MODULAR 10 30V USB C CHARGER Supplier Part No: 7546685 Manufacturer Part No: RAM-GDS-CHARGE-V3C-2U Manufacturer Name: RAM Mount Supplier Quote No: 33485 NIGP: UNSPSC: 39121006	20.00 EACH	63.47000	1269.40
1	6120.70.15.0000.0000.1510.0000.0000.44020. Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			1269.40

[Requisition Link](#)

Requisition Total	15514.00
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***** General Ledger Summary Section *****



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.

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



Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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.

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

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

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cintas Corporation dba Cintas Corporation No 2 for insulated jackets and bib overalls for Public Services.
General fund.

Amount of Contract:

\$16,275.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230817 Cintas Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 2:57 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.*

RESOLUTION

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
<u>12611</u>	2023	(2086A) ASPHALT	INSULATED JACKETS AND BIB OVERALLS FOR PUBLIC SERVICES (BELOW BID LAW AMOUNT - OMNIA COOPERATIVE PURCHASING AGREEMENT)	\$16,275.00	<u>(033070) CINTAS CORPORATION</u> <u>DBA CINTAS CORPORATION</u> <u>NO 2</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012611-00 FY 2023 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
---	---

Deliver To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	033070				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER OMNIA R-BB-19002 CONTRACT. UNIFORM COVERALLS, HOODED DUCK JACKET (760 BERNE) WITH INSULATED DUCK BIB OVERALLS, (67347 BERNE), BLACK, ICONIC M EMBROIDERED IN WHITE ON UPPER LEFT CHEST OF JACKET, SIZES S -6XL. NOTE: THIS CONSISTS OF 2 PIECES (JACKET AND OVERALL) FOR 1 COMPLETE COVERALL. AS PER OMNIA R-BB19002.	105.00 EACH	155.00000	16275.00
-----	--	----------------	-----------	----------

Additional Description Notes

12 - MEDIUM
 17 - LARGE
 27 - XL
 26 - 2XL
 16 - 3XL
 4 - 4XL
 3 - 5XL

Vendor Item
 Inventory Item/Loc 17634

1 1000.40.20.2070.2086.2070.0000.0000.44070.	16275.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012611-00 FY 2023 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44070. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 2

Vendor CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
---	---

Deliver To
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 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	033070				ASPHALT

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Ship To
 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605
 Delivery Reference
 ANGELA MAY

Deliver To
 PUB WORKS-STORM DRAIN & H E
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total	16275.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44070.	16275.00	1200488.37
PUBLIC SERVICE MAINTENANCE EXP UNIFORMS		

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

Activity	Date	Clerk	Comment
Canceled	08/15/23	ANNE FOLEY	GL Allocation changed
Approved	07/18/23	SHONNDA SMITH	
Approved	07/18/23	JAMES DELAPP	Auto approved by: 910518244
Approved	07/18/23	CASI CALLAWAY	Auto approved by: 910518244
Approved	08/15/23	SHONNDA SMITH	Auto approved by: 910518787

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012611-00 FY 2023 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44070. Review: Buyer: 9105fo1a Status: Approved
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Page 3

Vendor CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To PUBLIC WORKS ADMIN. 1900 HURTEL STREET BEFORE 2:30 P.M. MOBILE, AL 36605 ASHLEY.ADAMS@CITYOFMOBILE.ORG
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 PUBLIC WORKS ADMIN.
 1900 HURTEL STREET
 BEFORE 2:30 P.M.
 MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/23	033070				ASPHALT

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/15/23 JAMES DELAPP		Auto approved by: 910518787	
Approved	08/15/23 CHERI BOUCHER			
Approved	08/15/23 CASI CALLAWAY		Auto approved by: 910518787	
Approved	08/15/23 DONALD ROSE		Approved by: 9105fo1a	
Approved	08/15/23 SANDRA LEWIS		Auto approved by: 910516727	
Approved	08/15/23 JOHN PAINE		Auto approved by: 910516727	
Approved	08/15/23 MICHAEL SPAFFORD		Auto approved by: 910516727	

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



This website stores cookies on your computer. These cookies are used to improve your website and provide more personalized services to you, both on this website and through other media. To find out more about the cookies we use, see our [Privacy Policy](#).

Accept

Decline



Click for more details

Contact Information

Email: omniapartners@cintas.com

Phone: 800-795-7368

SUPPLIER WEBSITE



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



Rachel Laurie Riddle
Chief Examiner

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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.

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

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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Laurie Riddle".

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gordon Companies Inc for one Northlight 44ft walk-through Christmas tree for MPRD Events General fund.

Amount of Contract:

\$28,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230816 Gordon Agenda Package POs	Cover Memo	8/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 3:00 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.*

RESOLUTION

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
<u>11931</u>	2023	(4010) SPECIAL EVENTS	ONE NORTHLIGHT 44FT WALKTHROUGH CHRISTMAS TREE FOR MPRD EVENTS (SEALED BID 5829)	\$28,000.00	<u>(295570)</u> <u>GORDON</u> <u>COMPANIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011931-00 FY 2023 Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	--	--------

Vendor GORDON COMPANIES INC 85 INNSBRUCK DRIVE CHEEKTOWAGA, NY 14227 Tel#716-558-2831 Fax 866-388-3252	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	1295570	09/29/23			SPECIAL EVENTS

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 44' NORTHLIGHT MODEL 44MOBILE	1.00 EACH	28000.00000	28000.00
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Additional Description Notes

VENDOR TO SUPPLY NORTHLIGHT 44' CHRISTMAS TREE AS PER YOUR BID RESPONSE ON BID 5829

DEILVER BY 10-25-2023 AND CITY MUST BE GIVEN 48 TO 72HOUR NOTICE OF DELIVERY. THIS MUST BE A TAILGATE DELIVERY AS PER THE BID SPECIFICATIONS

1 1000.20.20.4010.4010.2005.0000.0000.44020.	28000.00
--	----------

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 SAINT HOPE WALKER

Deliver To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011931-00 FY 2023 Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/06/23	1295570	09/29/23			SPECIAL EVENTS

LN Description / Account	Qty	Unit Price	Net Price
48 N. SAGE AVE MOBILE, AL 36607			

Requisition Link

Requisition Total 28000.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.44020.	28000.00	100679.68
SPECIAL EVENTS EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
CCancelled	08/15/23	SANDRA LEWIS	GL Allocation changed
Approved	08/15/23	DONALD ROSE	Auto approved by: 910518227
Approved	08/15/23	SANDRA LEWIS	
Approved	08/15/23	JOHN PAINE	Auto approved by: 910518227
Approved	08/15/23	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5829						
CHRISTMAS TREE						
VENDORS		Gordon Companies	Jubilee Decor LLC	Shadrack Productions	Dekra Lite	
Line						
1	44' Christmas Tree with Clear LED Lights	\$ 28,000.00	\$ 119,959.00	\$ 92,000.00	no bid	
2	44' Christmas Tree with Color-changing LED Lights	\$ 35,000.00	\$ 129,549.00	\$ 146,989.00	no bid	



ADDENDUM

AUGUST 1, 2023

RE: City of Mobile Bid #5829 44' METAL LIGHTED WALK THROUGH CHRISTMAS TREE

Please consider the following to be addendum to City of Mobile Bid .

ADD

LIST FOR SPECIFICATIONS OF CHRISTMAS TREE

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



Sincerely,


John Paine
Purchasing Agent
City of Mobile

SPECIFICATIONS FOR
CHRISTMAS TREE

MINIMUM 44' HIGH

MINIMUM OVERALL WIDTH W/BRANCHES 19.2'

METAL FRAME

MINIMUM OUTSIDE DIAMETER 15'

ARCHED OPENING FOR WALK-THROUGH/
MINIMUM 7' WIDE

MINIMUM 17 ROWS

MINIMUM 421 BRANCHES WITH TOPPERS

MINIMUM TIPS- 73,084

MINIMUM WEIGHT 5,735 LBS

MINIMUM 46,000 LED MINI CLEAR LIGHTS

DELIVERY

ITEMS MUST BE TAILGATE DELIVERY FOR
OFFLOADING BY FORKLIFT /NO LOADING DOCK

CITY WILL PROVIDE FORKLIFT

MUST HAVE 48 TO 72 HOUR DELIVERY NOTICE SO
THAT FORKLIFT WILL BE ON SITE TO UNLOAD
DELIVERY

DELIVERY MUST BE MADE BY OCTOBER 25, 2023
OR BEFORE

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/24/2023	5829	Special Events	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 P.M., Friday, August 11, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 Each	44 FOOT METAL LIGHTED WALK-THROUGH CHRISTMAS TREE 44 Foot Metal Frame Lighted Walk Through Christmas Tree as per the following minimum specifications. Make _____ Model _____ Vendor shall provide Literature and Specifications on product bid. Delivery required by October 25, 2023. Foot Print of Tree _____ Height _____ Number of Lights _____ Price with Clear LED Lights _____ Price with Color-changing LED Lights _____ Tailgate delivery is required. City will provide forklift. City of Mobile Business License may be required.					
			TOTAL			

Page 1 of 2

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. 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. 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. Any questions, contact the City of Mobile Purchasing Department at 251-208-7434 or 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.

SPECIFICATIONS FOR
CHRISTMAS TREE

MINIMUM 44' HIGH

MINIMUM OVERALL WIDTH W/BRANCHES 19.2'

METAL FRAME

MINIMUM OUTSIDE DIAMETER 15'

ARCHED OPENING FOR WALK-THROUGH/
MINIMUM 7' WIDE

MINIMUM 17 ROWS

MINIMUM 421 BRANCHES WITH TOPPERS

MINIMUM TIPS- 73,084

MINIMUM WEIGHT 5,735 LBS

MINIMUM 46,000 LED MINI CLEAR LIGHTS

DELIVERY

ITEMS MUST BE TAILGATE DELIVERY FOR
OFFLOADING BY FORKLIFT /NO LOADING DOCK

CITY WILL PROVIDE FORKLIFT

MUST HAVE 48 TO 72 HOUR DELIVERY NOTICE SO
THAT FORKLIFT WILL BE ON SITE TO UNLOAD
DELIVERY

DELIVERY MUST BE MADE BY OCTOBER 25, 2023
OR BEFORE



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:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gordon Companies Inc for lighted snowflake street pole decorations for MPRD Events.

General Fund.

Amount of Contract:

\$26,400.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230817 Gordon Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 3:00 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.*

RESOLUTION

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
<u>14017</u>	2023	(4010) SPECIAL EVENTS	LIGHTED SNOWFLAKE STREET POLE DECORATIONS FOR MPRD EVENTS (BELOW BID REQUIREMENT-PRICE QUOTE)	\$26,400.00	<u>(295570)</u> <u>GORDON</u> <u>COMPANIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014017-00 FY 2023 Acct No: 1000.20.20.4010.4010.2005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GORDON COMPANIES INC 85 INNSBRUCK DRIVE CHEEKTOWAGA, NY 14227 Tel#716-558-2831 Fax 866-388-3252	Ship To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607 SAINTHOPE.WALKER@CITYOFMOBILE.ORG Delivery Reference SAINT HOPE WALKER Deliver To PARKS & REC EVENTS DIVISION SAINT HOPE WALKER- SOUTH SIDE 48 N. SAGE AVE MOBILE, AL 36607
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	295570	10/02/23			SPECIAL EVENTS

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	AS PER YOUR QUOTE NORTHLIGHT LED POLE LIGHTS, MODEL # 620-LMD2-BO, SIZE 5.9' X 3.7', ITEMS NEEDED BY 10/02/23.	120.00 EACH	220.00000	26400.00
	The Above Line Item Is Required By:	09/29/23		

1	1000.20.20.4010.4010.2005.0000.0000.44020.			26400.00
---	--	--	--	----------

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 SAINT HOPE WALKER

Deliver To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total	26400.00
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AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve ssuance of purchase order to Sunsouth, LLC, for one John Deere 6110 tractor with Alamo 60-in cutter head on 25-ft boom.

Capital equipment ROW mowing.

Amount of Contract:

\$194,400.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230816 Sunsouth Agenda Package POs	Cover Memo	8/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 3:01 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.*

RESOLUTION

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
<u>13811</u>	2023	(2050) FLEET MANAGEMENT-GARAGE	JOHN DEERE 6110 TRACTOR WITH ALAMO 60IN CUTTER HEAD ON 25FT BOOM (SEALED BID 5765)	\$194,400.00	(<u>291912</u>) <u>SUNSOUTH LLC</u>

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00013811-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.48040. Review: Buyer: Status: Approved	Page 1
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Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608 Tel#251-649-3892 Fax 251-649-3896	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/23	291912				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
001 TRACTOR WITH SIDE MOUNTED SLOPE MOWER VENDOR TO PROBIDE 2023 OR NEW JOHN DEERE 6110 TRACTOR WITH ALAMO MACHETE-3 MOWER WITH 25 FOOT BOOM AND 60 INCH SEVERE DUTY ROTAARY CUTTER / MOWER HEAD AS PER MY BID #5765 AND YOUR QUOTE #28158362 DATED FEBRUARY 1 , 2023 Additional Description Notes	1.00 EACH	194400.00000	194400.00

JOHN DEERE 6110 W/ALAMO MACHETE & 60" SEVERE DUTY ROTARY HEAD REQUESTED BY PSM

1 2000.80.00.0000.0000.0000.0000.48040. E E0014 .RIGHTOFWAY.	194400.00
---	-----------

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

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	194400.00
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Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00013811-00 FY 2023 Acct No: 2000.80.00.0000.0000.0000.0000.48040. Review: Buyer: Status: Approved
--	---

Page 2

Vendor SUNSOUTH LLC 8420 TANNER WILLIAMS RD MOBILE, AL 36608 Tel#251-649-3892 Fax 251-649-3896	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/10/23	291912				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E E0014 .RIGHTOFWAY.		194400.00	2428.13

***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48040.		194400.00	
CAPITAL IMPROVEMENTS FUND EXP RIGHT OF WAY AND REALTY			

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	08/14/23	BRENDA RHODES	
Approved	08/14/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/14/23	RELYA MALLORY	Auto approved by: 910511034
Approved	08/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	08/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/15/23	JOHN PAINE	
Approved	08/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____

Signature

BID TABULATION FOR BID #5765

DEERE 6110 TRACTOR WITH
ALAMO MACHETE-3,
25' BOOM MOWER WITH
60" ROTARY CUTTER HEAD

BEARD EQUIPMENT	SUNSOUTH LLC
\$200,531.30	\$194,400.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/17/2023	5765	MOTOR POOL	As Specified

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, FRIDAY, FEBRUARY 3, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 1-2	TRACTOR WITH SIDE MOUNT 60” SLOPE/DITCH MOWER 2022 or newer tractor with side mounted 60” slope/ditch mower. To be 2022 or newer John Deere 6110 tractor with 2022 or newer Alamo Machete™3, 25’ boom mower with 60” severe duty rotary cutter/mower as per the following and attached specifications. No substitute on tractor or boom mower brands or models. Make _____ Model _____ Upon award, the City will purchase a minimum of one (1) John Deere 6110 tractor with Alamo Machete™3, 25 foot boom mower with 60” severe duty rotary cutter/mower. No substitution on tractor or mower. Quote delivered pricing FOB Mobile. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

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TRACTOR SPECIFICATIONS

- Model: 6110M CAB PQ+ 4WD Tractor
- Powrquad Plus LHR 16/16 30K
- No Isobus ready / Greenstar
- Less JDLINK
- 6m cab stand with RH console
- Standard seat
- Mirror – LH&RH Manual Telescope
- Standard radio
- Hydraulic pump – 80 l/min
- 2 mechanical svcs (2 svcs 20)
- Rear PTO 540/1000 reversible
- Dlinks with Tel. Ball Cat2
- Center link with ball end
- Sway control blocks
- Flange-type rear axle
- Adjustable steel wheels
- Rear wheels size 480/80R38
- 4WD Front Axle – unsuspended
- Adjustable steel wheels
- Front wheels size 440/80R24
- Preparation for front auxiliary
- Heavy duty rear wheel brakes
- Backup alarm

MOWER SPECIFICATIONS

MACHETE™3 25' REACH

BASIC FEATURES

- 25' minimum horizontal reach
- 25'7" minimum vertical reach
- 12'1" below grade reach
- Two section articulated boom
- 60" rotary cutting head

BOOM FEATURES AND MOUNTING

- Standard boom functions shall include horizontal swing, vertical lift, dipper reach, and mower head tilt.

OPERATOR PROTECTION AND SAFETY

- Cab required; open station tractor not acceptable
- Cab thick right side replacement polycarbonate windows

CUTTER HEAD

- Rotary head with door, 5" diameter cut capacity



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:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Turner Wilson Fence Co LLC for fencing for Cruise Terminal offsite parking.

Cruise Terminal expense

Amount of Contract:

\$20,866.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230817 Turner Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

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
<u>14022</u>	2023	(F6020) CRUISE TERMINAL	FENCING FOR CRUISE TERMINAL OFFSITE PARKING (PRICE QUOTE)	\$20,866.00	<u>(294501)</u> <u>TURNER WILSON</u> <u>FENCE CO LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014022-00 FY 2023 Acct No: 6020.70.00.0000.0000.0000.0000.42200. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor
 TURNER WILSON FENCE CO LLC
 2063 SCHILLINGER RD N

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST

SEMMES, AL 36575

MOBILE, AL 36602
 GLENDA.CHAMBERS@CITYOFMOBILE.ORG

Tel#251-635-1500
 Fax 251-645-3200

Delivery Reference
 GLENDA

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	294501				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	FENCING CHAIN LINK Provide 6' high chain length-west side, 20' drive thru gate. 3 strands of barb wire on top of fence. 585' of piping to existing fence & 3 strand of barb wire on top of fence. East side-193' plus 10' drive thru gate, put piping to existing fence & 3 strands of barb wire on top of fence. South side-558', place 3 strands of barb wire, replace double drive thru gate. walk-thru gate requires supports. Vendor Item Vendor Item No.: see attached	1.00 EACH	20866.00000	20866.00
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1	6020.70.00.0000.0000.0000.0000.42200.			20866.00
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 GLENDA

Deliver To
 CRUISE TERMINAL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014022-00 FY 2023 Acct No: 6020.70.00.0000.0000.0000.0000.42200. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor
 TURNER WILSON FENCE CO LLC
 2063 SCHILLINGER RD N

Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST

SEMMES, AL 36575

MOBILE, AL 36602
 GLENDA.CHAMBERS@CITYOFMOBILE.ORG

Tel#251-635-1500
 Fax 251-645-3200

Delivery Reference
 GLENDA

Deliver To
 CRUISE TERMINAL
 201 SOUTH WATER ST

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	294501				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
	201 SOUTH WATER ST MOBILE, AL 36602			

Requisition Link

Requisition Total 20866.00

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

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.42200.	20866.00	74079.68
CRUISE TERMINAL EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Approved	08/17/23	DONALD ROSE	Auto approved by: 9105neej
Approved	08/17/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/17/23	JOHN PAINE	Auto approved by: 9105neej
Approved	08/17/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/17/23	JAMES NEESE JR	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to VC3 Inc for annual renewal of MIT data security backup and recovery services.

General fund

Amount of Contract:

\$126,000.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230817 VC3 Agenda Package POs	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 3:02 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

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
<u>14006</u>	2023	(5000) INFORMATION TECHNOLGY	ANNUAL RENEWAL OF MIT DATA SECURITY BACKUP AND RECOVERY SERVICES (SECURITY EXEMPT BY AL CODE 41-16-51(A)(15))	\$126,000.00	<u>(297843) VC3 INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014006-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

REFERENCE: 20210727-192430439 PER STATE OF ALABAMA BID LAW
SPECIAL EXEMPTION 41.16.51(a)(15)

PRIOR PO21015783.

001 Enterprise 18 TB - TBR - Annual 18TB Monthly Services Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including cloud test • Full technical DR documentation • 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply.	1.00 EACH	31728.00000	31728.00
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1 1000.10.23.5000.5000.5000.0000.0000.42150.	31728.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014006-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 VC3 INC
 1301 GERVAIS ST

 COLUMBIA, SC 29201
 Tel#803-733-7333

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

 Delivery Reference
 ASHLEY TODD

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002 36 TB TBR - Annual Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance • Backup replication -2 remote bicoastal sites • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including local & cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 30 days of off-site virtualization after	1.00 EACH	47136.00000	47136.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014006-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	which a fee of \$200.00 per 24 hours will apply. 1000.10.23.5000.5000.5000.0000.0000.42150.			47136.00

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

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	36 TB TBR - Annual Services Included in Monthly Rate: • 1 Year Time-Based Retention in US-based datacenters (TBR) • Local backups in variable rates to the appliance • Daily monitoring & technical support to keep backups running • Assist in file and server recovery • On-Call trouble shooting service • Annual system testing including local &	1.00 EACH	47136.00000	47136.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014006-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor VC3 INC 1301 GERVAIS ST COLUMBIA, SC 29201 Tel#803-733-7333	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	cloud test • Full technical DR documentation • 5-year warranty on the backup appliance • 30 days of off-site virtualization after which a fee of \$200.00 per 24 hours will apply. 1000.10.23.5000.5000.5000.0000.0000.42150.			47136.00

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

 Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total 126000.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	126000.00	202629.27
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00014006-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fofa Status: Approved
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Page 5

Vendor
 VC3 INC
 1301 GERVAIS ST

 COLUMBIA, SC 29201
 Tel#803-733-7333

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

 Delivery Reference
 ASHLEY TODD

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/17/23	297843	08/17/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Activity Date Clerk			
	Rejected 08/17/23 SCOTT KEARNEY			Wrong vendor.
	Rejected 08/17/23 UDARA JAYASENA			Rejecting per Ashley Todd
	Approved 08/17/23 GREG HOLLIDAY			Auto approved by: 9105jayu
	Approved 08/17/23 SCOTT KEARNEY			Auto approved by: 9105jayu
	Approved 08/17/23 UDARA JAYASENA			Approving per Scott Kearney &
	Approved 08/17/23 DONALD ROSE			Approved by: 9105fofa
	Approved 08/17/23 SANDRA LEWIS			Auto approved by: 910516727
	Approved 08/17/23 JOHN PAINE			Auto approved by: 910516727
	Approved 08/17/23 MICHAEL SPAFFORD			Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual renewal of maintenance services for MIT Museum Drive data center Vertiv Liebert UPS cooling system.

General fund.

Amount of Contract:

\$16,369.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230815 Vertiv agenda Package POs	Cover Memo	8/15/2023

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 3:03 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.*

RESOLUTION

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
<u>13494</u>	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF MAINTENANCE SERVICES FOR MIT MUSEUM DRIVE DATA CENTER VERTIV LIEBERT UPS COOLING SYSTEM (SOLE SOURCE/PRICE QUOTE)	\$16,369.00	<u>(295869) VERTIV CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013494-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER YOUR QUOTE #CPQ-534078-1. THIS IS FOR CITY OF MOBILE AT 4851 MUSEUM DRIVE.

CONTACT: GREG HOLLIDAY
GHOLLIDAY@CITYOF MOBILE.ORG.

001	1796651 DS AIR DS042ADC1EI098S 4	1.00	5196.97000	5196.97
	ESSENTIAL (08/01/2023) -	EACH		
	(07/31/2024) \$5,196.97			

1	1000.10.23.5000.5000.5000.0000.0000.42150.			5196.97
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	1750884 DS AIR DS042ADC1EI235S 4	1.00	5196.97000	5196.97
	ESSENTIAL (08/01/2023) -	EACH		
	(07/31/2024)			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013494-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5196.97
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	1751243 APM45-90PERIPH NRMB0C4C2RA0S54 2 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	628.95000	628.95
1	1000.10.23.5000.5000.5000.0000.0000.42150.			628.95
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013494-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
004	1751241 APM 30 (N+1) WB NRB41CCSAHA0890 2 ESSENTIAL (08/01/2023) - (07/31/2024)	1.00 EACH	5346.11000	5346.11
1	1000.10.23.5000.5000.5000.0000.0000.42150.			5346.11

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

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Requisition Link

Requisition Total	16369.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	16369.00	204496.79
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013494-00 FY 2023 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved
--	---

Page 4

Vendor
 VERTIV CORPORATION
 1050 DEARBORN DR

 COLUMBUS, OH 43085

 Tel#251-432-1211
 Fax 850-969-0855

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

 Delivery Reference
 GREG HOLLIDAY

 Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/03/23	295869	08/03/23			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk			Comment
Approved 08/03/23 GREG HOLLIDAY			Auto approved by: 91057606
Approved 08/03/23 SCOTT KEARNEY			
Approved 08/03/23 UDARA JAYASENA			Auto approved by: 91057606
Approved 08/10/23 DONALD ROSE			Approved by: 9105fo1a
Approved 08/10/23 SANDRA LEWIS			Auto approved by: 910516727
Approved 08/10/23 JOHN PAINE			Auto approved by: 910516727
Approved 08/10/23 MICHAEL SPAFFORD			Auto approved by: 910516727

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To fund previously executed and adopted contract for professional marketing services

Funding Source

Project # C0859 - Civic Center Marketing

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 4:54 PM
Budget	Sapp, Celia	Approved	8/17/2023 - 8:46 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:56 AM
Legal	Kern, Chris	Approved	8/17/2023 - 10:02 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:05 PM

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$90,000.00 be transferred from the General Fund, Real Estate Asset Management Facility Maintenance Department (10043035.40010) to the Capital Project Fund C0859 Civic Center Marketing (20002000.42200) to be used for professional services on a previously executed contract adopted May 23, 2023.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Transfer funds from General Fund Unassigned Fund Balance to City Hall Overhead Ladd Stadium for Ladd Stadium Fiscal Plan; \$200,000.00.

Funding Source

Project #

Project String 10049000.49240

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/17/2023 - 9:44 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:56 AM
Legal	Kern, Chris	Approved	8/17/2023 - 9:56 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:04 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$200,000.00 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to City Hall Overhead.Ladd Stadium #10049000.49240. These funds will be used for the Ladd Stadium Fiscal Plan.

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To approve Change Order 001 to increase existing contract 4399 by \$59,638.00 for Exhibit Hall Joint Replacement at the Arthur R. Outlaw Convention Center

Amount of Contract:

additional \$59,638.00

Funding Source

Project # CHANGE ORDER/Convention Center
Exhibit Hall Expansion Joint Replacement CN-023-23 **Discretionary Funds**

Project String C0803 CONV CTR-EXPANSION
JOINT REPLACEMENT (20002000-48010) **Contract Number:**4399

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-023-23 CHANGE ORDER 001	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/17/2023 - 11:28 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 1:11 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:19 PM
Mayors			8/17/2023 - 2:49

Office

Montgomery, Brandi

Approved

PM

RESOLUTION

2023

Sponsored by Mayor William S. Stimpson and Councilmember Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of \$59,638.00 will be added to the original contract amount of \$57,977.00. 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: A. R. Outlaw Convention Center – Exhibit Hall
Expansion Joint Replacement

Project Number: CN-023-23

Amount: \$59,638.00

Adopted:

City Clerk

#4399

CAPITAL CONTRACT SUMMARY SHEET

PROJECT NAME: A. R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement

CAPITAL PROJECT # C0803-CONV CTR-EXP JOINT REPLACEMENT

DATE OF RECEIPT _____ **DEPT. PROJECT#** CN-023-23

PROJECT DESCRIPTION To increase the Contract Sum for the removal and replacement of fire barrier, removal of existing 2" grout layer, pour and form a new grout bed to install expansion joint in the Exhibit Hall.

AMOUNT \$59,638.00

VENDOR NAME Rob't J. Baggett, Inc.

VENDOR NUMBER 20370

DEPT # 3032 **DEPT NAME:** Architectural Engineering Department

CONTRACT ADMINISTRATOR Cassie Boatwright, Director of REAM

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Performance-Contributed Construction (Unit Price)* **Construction****

Contractual Non Contractual ROW (Acquisitions)

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: Brenda Parker **Date:** 08/04/23

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 8/4/23

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: ROBT J. BAGGETT, INC.

DISTRICT#: Select Item. 2

DEPT. PROJECT#: CN-023-23

REQUEST: Please ADD (+) \$ 59,638.00 from Capital Project#/Title:

CO803 CONV CTR-EXP JOINT REPLACEMENT
to contract# 4399.

Total amount of Change Order: \$ 59,638.00

Current contract amount: \$ 57,977.00

Revised contract amount: \$ 117,615.00

Comments: TO CHANGE CONTRACT SUM BY THE ABOVE AMOUNT FOR THE REMOVAL
& REPLACEMENT OF FIRE BARRIER, REMOVAL OF EXISTING 2" GROUT LAYER, POUR &
FORM A NEW GROUT BED TO INSTALL EXPANSION JOINT IN THE EXHIBIT HALL.

BRENDA PARKER

Employee signature

C. Baggett

Approval signature

JUSTIFICATION FOR CHANGE ORDER

**PROJECT NAME: A. R. OUTLAW CONVENTION CENTER – EXHIBIT HALL
EXPANSION JOINT REPLACEMENT**
PROJECT LOCATION: 1 SOUTH WATER ST., MOBILE, AL 36602
PROJECT #: CN-023-23
CAPITAL PROJECT # & NAME: C0803 CONV CTR-EXP JOINT REPLACEMENT
CONTRACT #: 4399
VENDOR #: 20370
VENDOR NAME: ROB'T J. BAGGETT, INC.

The attached change order number one (1) to contract with Rob't J. Baggett, Inc. dated 8/4/23, is required because of the following:

- ☐ 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.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.



Gregg Blaize (Aug 3, 2023 14:59 CDT)
Gregg Blaize, CIP Manager
Architectural Engineering Department



Cassie Boatwright, Director
Real Estate Asset Management

CITY OF MOBILE
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT: A.R. OUTLAW CONVENTION CENTER -
EXHIBIT HALL EXPANSION JOINT
REPLACEMENT

ADDRESS: 1 SOUTH WATER STREET
MOBILE, ALABAMA 36602

CONTRACTOR: ROBT J. BAGGETT, INC.
ADDRESS: 759 HOLCOMBE AVENUE
MOBILE, ALABAMA 36606

CHANGE ORDER NO.: (1) ONE

DATE: 8/4/23

PROJECT NO.: CN-023-23
CONTRACT DATE: 4/18/23
CONTRACT NO.: 4399, C0803

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

THE CONTRACT IS CHANGED AS FOLLOWS:

For the removal and replacement of fire barrier, removal of existing 2" grout layer, pour and form a new grout bed to install expansion joint in the Exhibit Hall.

Original Contract Sum was	\$ 57,977.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order was	\$ 57,977.00
Contract Sum will be decreased/increased by this change	
Order in the amount of	\$ 59,638.00
New Contract Sum including this Change Order will be	\$117,615.00

The Contract time will be changed/unchanged by
zero (0) days.

The date of Substantial Completion is unchanged.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

BARTER & ASSOCIATES, INC.

ARCHITECT:

Marc S. Barter

Marc S. Barter (Aug 10, 2023 13:57 CDT)

SIGNATURE

MARC S. BARTER, P.E., S.E.

(Printed Name/Title)

08/10/2023

DATE:

SIGNATURE (OWNER)

WILLIAM S. STIMPSON, MAYOR

(Printed Name/Title)

Revised 09 05 22 B PARKER

ROBT J. BAGGETT, INC.

CONTRACTOR:

[Signature]

SIGNATURE

CHARLES D. DICKS, JR., PRESIDENT

(Printed Name/Title)

8-16-23

DATE

DATE

ATTEST:

CITY CLERK

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

July 13, 2023

Mr. Gregg Blaize
City of Mobile
201 South Water Street
Mobile, Alabama 36602

RE: Change Order – 001 – Remove and Replace Fire Barrier

Mr. Blaize:

We propose to provide labor, equipment and material to remove and replace the fire barrier (279 LF) in the expansion joint for the lump sum total of Fifty-Nine Thousand Six Hundred Thirty-Eight dollars and 00/100 (\$59,638.00).

Clarifications:

- The existing grout bed is under the barrier, we need to remove this in order to get to the proper depth for the new expansion joint. After removing the existing fire barrier to get the grout that had got underneath the fire barrier it was discovered that there was actually another 2" of grout that we were not aware of. This grout started popping out so it had to all be removed and taken down to the concrete slab. Grout bed would have to be formed and poured again after removal.
- This price includes using the Inpro NF-140-2IM-02FL fire barrier.
- Price does NOT include a vapor barrier
- If the long run does not require us to remove the fire barrier we will issue a deductive change order.

This is the material cost without any mark up if the city would want to purchase.

- NF-140-2IM-02FL fire barrier (6.5') x 8 (52') \$27.43ft / \$1371.50 (\$8,229.00)
- NJK-125/180 anchor kit 16ea. \$51.82ea. / \$829.12 (\$4,974.72)
- The total in our cost above for the fire barrier material is \$14,524.00 (includes mark-up)

If you have any questions or need any additional information please contact me at 251-404-8330.

Sincerely,

Bryant Baggett
Project Manager



BARTER & ASSOCIATES, INC.
Structural Engineers

July 26, 2023

Mr. Gregg Blaize
Capital Improvement Project Manager
City of Mobile
Email: gregg.blaize@cityofmobile.org

RE: Change Order #1-Expansion Joint Replacement Mobile Convention Center

Dear Gregg,

This letter is in response to your questions regarding the necessity for the change order. The project was designed using the information contained in the original construction drawings. The original construction drawings depicted a 1 ¾" deep track for the expansion joint installation. When the contractor began the demolition on the east end of the project, he discovered that the existing expansion joint was not installed utilizing the track as formed. The existing expansion joint was much shallower and therefore required grout to be installed to position it at the right height. Due to the configuration of the grout, the fireproofing also must be removed to install the new expansion joint. This in turn required the removal of the existing fireproofing. None of this was known prior to the bidding because to discover it, the existing expansion would need to be removed. This situation is best described as an unforeseen condition. A change order for this additional work is reasonable.

Should you require any additional assistance with this matter, please contact me.

Sincerely,

Marc S. Barter, P.E., S.E.



MEMORANDUM

TO: Cherlina Montiero
City Legal

FROM: Gregg Blaize
Architectural Engineering Department

DATE: July 27, 2023

SUBJECT: Change Order #01 Arthur R. Outlaw Convention Center – Exhibit Hall
Expansion Joint Replacement

Project Number CN-023-23

JUSTIFICATION FOR CHANGE ORDER:

Add \$59,638.00 to the Contract Sum.

To provide labor, equipment and materials to remove and replace of fire barrier, remove existing 2" grout layer, and pour and form a new grout bed in order to install expansion joint.

The original construction drawings depicted a 1 ¾" deep track for the expansion joint installation. During demolition, it was discovered the existing expansion joint was much shallower and therefore required grout to be installed to position it at the proper height. Due to the configuration of the grout, the current fireproofing is obsolete and must be removed and requires it to be replaced as per fire code requirements.

It is unknown if the existing conditions, outlined above, will persist throughout the entire 297 Linear Feet (LF) of the expansion joint run. A deductive change order, in the amount of \$213.76 per LF will be issued where these conditions do not persist and actions outlined above not required.

21-410

2023

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: ROB'T J. BAGGETT, INC.

Project Name: ARTHUR R. OUTLAW CONVENTION CENTER –
EXHIBIT HALL EXPANSION JOINT REPLACEMENT

Project Number: CN-023-23

Amount: \$57,977.00

Adopted: APR 18 2023



City Clerk

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 18 day of April in the year 2023
(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)

Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

City of Mobile Business License Number: 036051
Secretary of State Registration Number: 000-042-744

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

Arthur R. Outlaw Convention Center
Exhibit Hall Expansion Joint Replacement
1 South Water Street
Mobile, Alabama 36602
CN-023-23

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

Architectural Engineering Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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.

The Owner and Contractor agree as follows.

Init.

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User Notes:

(895633528)

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)

☒ 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.)

☒ Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph 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.

Init.

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 Fifty-Seven Thousand Nine Hundred Seventy-Seven and 00/100 Dollars (\$57,977.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$52,875.00
Additive Alternate #1: \$ 5,102.00
Total Contract Sum: \$57,977.00

§ 4.2 Alternates

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

Item	Price
Expansion Joint Cover over existing wall joint	\$ 5,102.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Table deleted)

Contingency Allowance: N/A

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in 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)
		\$

§ 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.

Init.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA

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COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rob't J. Baggett, Inc. has completed the contract CN-023-23 for the Arthur R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.1.1 TERMINATION OF CONTRACT

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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Director of Real Estate Asset Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Charles D. Dicks, Jr., President
Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	\$1,000,000 each accident
B.	Bodily Injury by Disease	\$1,000,000 each employee

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- C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property Damage \$1,000,000 each occurrence; or
- C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
- E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
- F. Broad Form Property damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
- I. Underground Hazard:
Included or ☒ Not Applicable.
- J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
- K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
- L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,

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- C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

Init.

§ 8.6

(Paragraphs deleted)

Indemnification:

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- 3 Drawings

Number	Title	Date
EJ1.0	Expansion Joint Plan and Details	January 24, 2023

- 4 Specifications

Section	Title	Date
Section 01010	Summary of Work	February 2, 2023
Section 01230	Alternative Bid Items	February 2, 2023
Section 01330	Submittal Procedures	February 2, 2023
Section 01600	Materials and Equipment	February 2, 2023
Section 01635	Substitution Procedures	February 2, 2023
Section 01731	Cutting and Patching	February 2, 2023
Section 01770	Close Out Procedures	February 2, 2023

- 5 Addenda, if any:

Number	Date
Addendum #1	February 6, 2023
Addendum #2	March 1, 2023
Addendum #3	March 6, 2023

init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraphs 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.)

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders - AIA Documents A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	DBE Subcontracting & Major Supplier Plan
	Accounting of Sales Tax Form C-3A
Section 00500	Standard form Agreement Between Owner and Contractor - AIA Document A101
Section 00600	Bid Bond AIA A310-2010
	E-Verify Documentation
	Certificate of Substantial Completion - AIA G704
	Contractor's Affidavit of Payment of Debts and Claims - AIA G706
	Contractor's Affidavit of Release of Liens - AIA G706A
	Consent of Surety to Final Payment - AIA G707
Section 00700	General Conditions of the Contract for Construction - AIA Document A201 (w/Owner's Modifications)

§ 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.

§ 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.

Init.

§ 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.

9.2.8 Breach of Contract. The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, or fails to adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this CONTRACT. 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. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the CITY may:

- afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- offset those monies disallowed pursuant to the above, against any monies billed by the CONTRACTOR but yet unpaid by the CITY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Init.

This Agreement entered into as of the day and year first written above.

City of Mobile


OWNER (Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, Inc.


CONTRACTOR (By Signature)

Charles D. Dicks, Jr., 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
CHARLES D. DICKS, JR. as PRESIDENT of ROBT J. BAGGETT, INC.
and after being duly sworn, did depose and say that he, as such officer and with full authority, signed
the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28TH day of MARCH, 20 23


NOTARY PUBLIC
My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

Init.

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User Notes:

(895633528)

14

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.205.7987
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information, if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	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	CN-023-23
Project Description	ARTHUR R. OUTLAW CONVENTION CENTER-EXPANSION JOINT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>146</u> Female <u>9</u> Minority <u>17</u> Non-minority <u> </u> SDVO <u> </u>
	Total #of Employees <u>155</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: Date: 3-8-23

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: BRYANT BAGGETT Title: PROJECT MANAGER

Email: BRYANT@RJBAGGETT.COM Phone: 251-473-3290, EXT 121



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: Archtrique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company ROB'T J. BAGGETT, INC. Your Bid/Proposal Amount \$ 52,875.00
3 / 8 / 2023 Description

Date: 3-8-23

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC. - BRYANT BAGGETT

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
M2 SOLUTIONS	251- 423-33330	MATERIALS	9,020	17	YES	
IDS Sawcutting		SAWCUTTING	1,800	3.4	NO	
WHITE CAP		MATERIALS	12,687	23.9	NO	
CONCRETE RESTORATION		INSTALLATION	28,800	54.4	NO	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@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 (X)	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor, and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	\$25,000
Capital Paid In	\$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999

Rob't J. Baggett, Incorporated	
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

New Search



Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008



Company ID Number: 133278

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2023

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

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

PRODUCER
McGriff Insurance Services, LLC
P O Box 10265
Birmingham, AL 35202

CONTACT NAME: Martha Lee Hawkins / Ext 9406
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: mhawkins@mcgriff.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LM Insurance Corp

42404

INSURER B: Liberty Insurance Corporation

33588

INSURER C: The First Liberty Insurance Corporation

38318

INSURER D: Starr Indemnity & Liability Company

INSURER E:

INSURER F:

INSURED
Rob't J. Baggett, Inc
C & B Real Property, LLC
759 Holcombe Avenue
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER: PYDUUD3L

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 CERTIFICATION 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Limited Job Site Pollution ☒ Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X X	TS5-251-291805-042	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Total Agg Lmt-All Proj/Loc \$ 25,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	X X	AS2-251-291805-012	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	X X	1000587178211	06/30/2022	06/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A X	WC2-251-291805-022 Includes USL&H for AL, LA, MS	06/30/2022	06/30/2023	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
						\$ \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Arthur R. Outlaw Convention Center Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, AL 36602; Project #CN-023-23

City of Mobile is Additional Insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Umbrella Liability policies in favor of the City of Mobile as required per written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 day non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Department
P O Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

PRODUCER McGriff Insurance Services, LLC		INSURED Robt J. Baggett, Inc C & B Real Property, LLC	
POLICY NUMBER		ISSUE DATE: 03/28/2023	
CARRIER	NAIC CODE		

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

For the waterproofing including window repairs in a four-story office building at 200 Government Street

Amount of Contract:

\$104,290.00

Funding Source

Project # 200 Government Street - Window Repairs
MX-076-22

Discretionary Funds

Project String C0815 -- 200 Government St Bldg
Improv (20002000-48010)

Contract Number:4589

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MX-076-22 200 Government Street - Window Repairs	Cover Memo	8/10/2023
REVISED CAPITAL CONTRACT SUMMARY SHEET	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 12:02 PM

Capital	Rhodes, Brenda	Approved	8/17/2023 - 12:09 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:25 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:55 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: HADLEY CONSTRUCTION SPECIALTIES, INC.

Project Name: 200 GOVERNMENT STREET –
WINDOW REPAIRS

Project Number: MX-076-22

Amount: \$104,290.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 200 GOVERNMENT ST BLDG IMPROV

CAPITAL PROJECT #: C0829 (20002000-48010)

CONTRACT AMOUNT: \$104,290.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-076-22

PROJECT DESCRIPTION: FOR THE REPLACEMENT OF PERIMETER WINDOW SEALANT & WET SEALING INDIVIDUAL WINDOW PANES IN A FOUR-STORY OFFICE BUILDING AT 200 GOVERNMENT STREET.

VENDOR NAME: HADLEY CONSTRUCTION SPECIALTIES, INC.

VENDOR NUMBER: 298653

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil - Secretary III Date: 8/10/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year 2023
(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)

Hadley Construction Specialties, Inc.
23040-B McCauliffe Road
Robertsdale, Alabama 36567

City of Mobile Business License Number: 066257
Secretary of State Registration Number: 000-224-398

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

200 Government Street – Window Repairs
200 Government Street
Mobile, Alabama 36602

MX-076-22
For the repair and re-glazing of the windows in a 4-story masonry office building.

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

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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)

☒ 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.)

☒ 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 One Hundred Four Thousand Two-Hundred Ninety and 00/100 Dollars (\$104,290.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$ 89,290.00
Contingency Allowance: \$ 15,000.00
Total Bid: \$104,290.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Table deleted)

Contingency Allowance: Fifteen Thousand and 00/100 Dollars (\$15,000.00).

- 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.
- Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- 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.
- Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Grind (to remove rust), prime (with rust inhibitive primer), and paint one (1) linear foot of steel head, sill, jamb, or mullion. The Base Bid includes the cost required to grind, prime, and paint 180 linear feet of steel head, sills, jambs, or mullions.	LF	\$15.00
2. Grind (to remove flaking paint), prime, and paint one (1) linear foot of wooden head, sill, jamb, or mullion. The Base Bid includes the cost required to grind, prime, and paint 120 linear of wood trim & mullions.	LF	\$15.00
3. Remove and replace, prime, and paint one (1) 1-1/2" x 3-1/2" x 4'-2" (approximate dimensions) piece of wood trim mullion on the second floor wood windows. The Base Bid includes the cost required to remove and replace, prim, and paint ten (10) pieces of wood trim mullion.	LF	\$100.00
4. Remove and replace one (1) double glazed windowpane. The Base Bid includes the cost required to remove and replace four (4) windowpanes.	EA	\$300.00
5.		

§ 4.5 Liquidated damages:

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(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;
- .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.

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§ 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:

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.

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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 Hadley Construction Specialties, Inc. has completed the contract MX-076-22 for 200 Government Street – Window Repairs. 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)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

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§ 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. Shane L. Hadley
Hadley Construction Specialties, Inc.
23040-B McCauliffe Road
Robertsdale, Alabama 36567
Phone: (251) 979-6058
Email: Shane@hcswaterproofing.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of

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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.
 - 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."

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- 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 Contract 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
2,000,000 <i>2,000,000</i>
\$5,000,000 combined single limit each |
- 8 Umbrella/Excess Liability: 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%) 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.

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- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
	200 Government Street – Window Repairs	
REF-1	SOUTH ELEVATION	undated
REF-2	EAST ELEVATION	undated
REF-3	WEST ELEVATION	undated
REF-4	NORTH ELEVATION	undated

- .4 Specifications

Section	Title	Date
	SPECIFICATIONS	

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DIVISION 1	GENERAL REQUIREMENTS	
01010	Summary of the Work	06/21/23
01210	Allowances	06/21/23
01220	Unit Prices	06/21/23
01330	Submittal Procedures	06/21/23
01635	Substitution Procedures	06/21/23
01700	Execution Requirements	06/21/23
01710	Closeout Procedures	06/21/23
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 PLASTIC – NOT USED	
DIVISION 7	THERMAL AND MOISTURE PROTECTION – NOT USED	
DIVISION 8	DOORS AND WINDOWS – NOT USED	
DIVISION 9	FINISHES- NOT USED	
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
Addendum #1	06/23/23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
1. EXHIBIT 1	DOW Fenestration Technical Manual	Undated	15
2. EXHIBIT 2	MasterSeal NP 150 Technical Data Guide	Undated	12
3. EXHIBIT 3	Exterior Condition Survey (BE-CI)	04/06/23	24

§ 9.2.1 Other documents, if any, listed below:

(Paragraphs deleted)

(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

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requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form Accounting of Sales Tax Form C-3A Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims- 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.

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

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Hadley Construction Specialties, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Shane L. Hadley, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF
COUNTY OF

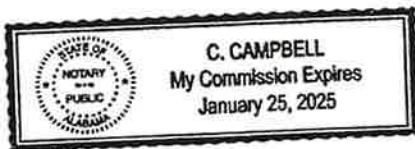
Alabama
Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Shane L. Hadley as President of Hadley Construction Specialties, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 27 day of July, 20 23.

NOTARY PUBLIC

My Commission Expires:

1-25-25



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EXHIBIT A
SCOPE OF WORK

200 GOVERNMENT STREET – WINDOW REPAIRS

Project #MX-076-22

The work of this contract consists of removing and replacing perimeter sealant and wet sealing individual window panes, in the wood and metal windows in a four-story office building.

END OF SCOPE OF WORK

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, Hadley Construction Specialties, Inc., 23040 B McCauliffe RD., Robertsedale, Alabama 36507, hereinafter called the Principal, and Cincinnati Insurance Company, 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 one hundred four thousand, two hundred ninety and no/100 Dollars (\$104,290.00) 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 _____, 2023 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 City of Mobile, 200 Government Street - Window Repairs (MX-076-22), 200 Government Street, Mobile, Alabama 36602, 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 27 day of July, 2023.

CONTRACTOR AS PRINCIPAL

Company: Hadley Construction Specialties, Inc.

(Corporate Seal)

By: Shane E. Hadley

(Signature)

Name and Title: Shane E. Hadley
President

SURETY Company: Cincinnati Insurance Company

(Corporate Seal)

By: Allen H. Ladd

(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact

Resident Agent: Allen H. Ladd

(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact
Company Name: Thames Batre Insurance
Address: 2065 Old Shell Rd Mobile, AL 36607
Phone and Fax: 251-473-9000/9010

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattei; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattei

of Mobile, Alabama

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of retainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney Issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

day of



Ed H

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, Hadley Construction Specialties, Inc., 23040 B McCauliffe RD., Robertsedale, Alabama 36507, as Principal, and Cincinnati Insurance Company 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 One Hundred Four Thousand, Two Hundred Ninety and no/100 (\$104,290.00) 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 Oblige, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, 200 Government Street – Window Repairs (MX-076-22), 200 Government Street, Mobile, Alabama 36602, 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 Allen H. Ladd, 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 27 day of July, 2023

CONTRACTOR AS PRINCIPAL

Company: Hadley Construction Specialties, Inc.
(Corporate Seal)

By: Shane L. Hadley
(Signature)

Name and Title:

Shane L. Hadley President

SURETY

Company: Cincinnati Insurance Company
(Corporate Seal)

By: Allen H. Ladd
(Signature)

Name and Title:

Allen H. Ladd, Attorney-in-Fact

Resident Agent: Allen H. Ladd
(Signature)

Name and Title: Allen H. Ladd, Attorney-in-Fact

Company Name: Thames Batre Insurance

Address: 2065 Old Shell Rd Mobile, AL 36607

Phone and Fax: 251/473-9000/9010

Owner's Representative: Cassie Boatwright, Director
AE Department PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Harry W. Mattel; M Harland Ison, Jr.; Allen H. Ladd; Taylor Beville; and/or Peyton L. Mattel

of Mobile, Alabama
their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds and undertakings, including consents to release of retainage and/or final estimates on engineering and construction contracts required by the Department of Transportation, State of Florida, as follows:

Any such obligations in the United States, up to
Fifteen Million and No/100 Dollars (\$15,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Mattel

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this day of



BN-1457 (3/21)

Ed H.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Hadley Construction Specialties, Inc
Address	P.O. Box 180037 Mobile, AL 36618
Telephone	251-970-1238
E-Mail	cc@hcswaterproofing.com

RFP/RFQ Solicitation Number	MX-076-22
Project Description	Government St. Window Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>6</u> Female <u>2</u> Minority <u>2</u> Non-minority <u>2</u> SDVO <u>2</u>
Total # of Employees	8

Subcontractor/Major Supplier Plan submitted by:

Printed Name: A. Shane G. Hadley
Signature: [Signature] Date: 7/26/23
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: Constance Hadley Title: Vice President
Email: cc@hcswaterproofing.com Phone: 251-654-1320



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Hadley Construction Specialists, Inc. Date: 7-27-23
7 / 27 / 23 Description Zoo Government St. Window Repairs
 Name of Bidder/Proposer: Hadley Construction Specialists, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
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 through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

			INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
			WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
			COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(b)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

Could not find sufficient DBEs to provide subcontracting or supplier services.

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs.



Alabama Secretary of State



Hadley Construction Specialties, Inc.	
Entity ID Number	000 - 224 - 398
Entity Type	Domestic Corporation
Principal Address	23040B MCAULIFFE RD ROBERTSDALE, AL 36567
Principal Mailing Address	PO BOX 180037 Mobile, AL 36618
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/01/2002
Registered Agent Name	SHANE L. HADLEY
Registered Office Street Address	23040 MCCAULIFFE RD UNIT B ROBERTSDALE, AL 36567
Registered Office Mailing Address	PO BOX 180037 MOBILE, AL 36618
Nature of Business	CONSTRUCTION
Capital Authorized	\$1,000
Capital Paid In	---
Directors	
Director Name	HADLEY, SHANE L
Director Street Address	2558 Legends Row Mobile, AL 36618
Director Mailing Address	2558 Legends Row Mobile, AL 36618
Director Name	HADLEY, LOREE A
Director Street Address	9525 Soldier Creek Rd. LILLIAN, AL 36549
Director Mailing Address	9525 Soldier Creek Rd. LILLIAN, AL 36549
Director Name	Constance Hadley
Director Street Address	2558 Legends Row Mobile, AL 36618
Director Mailing Address	2558 Legends Row Mobile, AL 36618
Incorporators	
Incorporator Name	HADLEY, LARRY W
Incorporator Street Address	Not Provided

Hadley Construction Specialties, Inc.	
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	02/03/2015
Director/Manager/Organizer Activity	HADLEY, LOREE A
Transaction Date	02/03/2015
Director/Manager/Organizer Activity	HADLEY, SHANE L
Transaction Date	02/03/2015
Principal Office Changed From	FOLEY, AL
Transaction Date	08/10/2022
Agent Mailing Address Changed From	HADLEY, LARRY W 3210 S MCKENZIE ST FOLEY, AL 36535
Transaction Date	08/10/2022
Registered Agent Changed From	HADLEY, LARRY W 3210 S MCKENZIE ST FOLEY, AL 36535
Transaction Date	08/22/2022
Director/Manager/Organizer Activity	*Removed HADLEY, DONALD B
Transaction Date	08/22/2022
Director/Manager/Organizer Activity	*Changed HADLEY, SHANE L
Transaction Date	08/22/2022
Director/Manager/Organizer Activity	*Added Constance Hadley
Transaction Date	08/22/2022
Director/Manager/Organizer Activity	*Changed HADLEY, LOREE A
Transaction Date	08/22/2022
Principal Mailing Address Changed From	PO BOX 56 LILLIAN, AL 36549
Scanned Documents	

Hadley Construction Specialties, Inc.			
Purchase Document Copies			
Document Date / Type / Pages	08/01/2002	Certificate of Formation	5 pgs.
Document Date / Type / Pages	02/09/2015	Articles of Amendment	6 pgs.
Document Date / Type / Pages	08/10/2022	Registered Agent Change	2 pgs.
Document Date / Type / Pages	08/22/2022	Articles of Amendment	8 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 477705

Approved by:

Employer Hadley Construction Specialties Inc.	
Name (Please Type or Print) Donald B Hadley	Title
Signature Electronically Signed	Date 12/21/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/21/2011



Company ID Number: 477705

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Hadley Construction Specialties Inc.
Company Facility Address	23040 McCauliffe Dr Unit B Robertsdale, AL 36567
Company Alternate Address	PO Box 180037 Mobile, AL 36618
County or Parish	BALDWIN
Employer Identification Number	481287869
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



HADLCON-01

NTHIBODEAU

DATE (MM/DD/YYYY)

7/25/2023

CERTIFICATE OF LIABILITY INSURANCE

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 Thames Batre Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Noralyn Thibodeau, CISR		
	PHONE (A/C, No, Ext): (251) 643-7036	FAX (A/C, No): (251) 473-9010	
	E-MAIL ADDRESS: noralyn@thamesbatre.com		
INSURED Hadley Construction Specialties, Inc. Post Office Box 180037 Mobile, AL 36618	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Insurance Company		10677
	INSURER B: Bridgefield Casualty Insurance		10335
	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	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	X	ENP 0518161	1/1/2023	1/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY	X	X	EBA 0518161	1/1/2023	1/1/2024	BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS ONLY						
A	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	☒ EXCESS LIAB	X	X	ENP 0518161	1/1/2023	1/1/2026	AGGREGATE \$ 2,000,000
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		0196-48677	6/1/2023	6/1/2024	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			ENP 0518161	1/1/2023	1/1/2026	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

200 Government Street - Window Repairs

General Liability:

In regards to the City of Mobile, Additional Insured provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by written contract.

In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to General Liability, subject to form GA 472 05 20, if required by SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectural Engineering Department
PO Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE

Handwritten signature



ADDITIONAL REMARKS SCHEDULE

AGENCY Thames Batre' Insurance		NAMED INSURED Hadley Construction Specialties, Inc. Post Office Box 180037 Mobile, AL 36618	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
written contract.

Automobile:

In regards to the City of Mobile, Additional Insured provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to Automobile Liability, subject to form AA 288 06 20, if required by written contract.

Work Comp:

In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Workers' Compensation, subject to forms, if required by written contract.

Excess Liability:

In regards to the City of Mobile, Additional Insured provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Additional Insured provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Primary & Non-Contributory provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Excess Liability, subject to General Liability underlying terms, if required by written contract.
In regards to the City of Mobile, Waiver of Subrogation provisions apply with respect to Excess Liability, subject to Automobile Liability underlying terms, if required by written contract.

In regards to the City of Mobile, Thirty Day Notice of Cancellation provisions apply with respect to General Liability, Automobile Liability and Excess Liability, subject to the policy forms, if required by written contract.

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** **BR74172053**
☐ **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:

Hadley Construction Specialties, Inc.
 PO Box 180037
 Mobile, AL 36618

2. Producer Information:

- A Name: THAMES BATRE' INSURANCE
 PO BOX 6989
 MOBILE, AL 36660-0989
 B Telephone # +1 251 473 9008
 C Fax #
 D Zurich Producer # 02070894
 E Field Office Name
 F Field Office Code

- 3. Policy Period – From:** 08/01/2023 **To:** 02/01/2024
 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 Report |
| (per attached endorsement – N/A in NY) | |
| F) Total Fully Earned Policy Premium | Per Report |

- ☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

200 Government Street
 Mobile, AL 36602

New Construction

- | | | |
|--|----|--------|
| A) Any one building or structure | \$ | 75,000 |
| B) All covered property at all locations | \$ | 75,000 |
| (same as A unless otherwise noted) | | |

Remodeling

- | | | |
|---|----|----------------------|
| D) Renovations and improvements | \$ | See new construction |
| E) Existing buildings or structures | \$ | |
| F) Rate | \$ | 0.305 |
| G) Premium | \$ | 400.00 |
| H) Total Taxes and Surcharges | \$ | 0.00 |
| (per attached endorsement) | | |
| I) Total Fully Earned Policy Premium | \$ | 400.00 |
| (minimum premium applicable) | | |

- 6. Deductible:** ☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____

7/27/2023

Date

By: _____

Tham Lhaddy
 Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR74172053	POLICY CHANGES EFFECTIVE From 08/01/2023 To 02/01/2024	COMPANY American Zurich Insurance Company
NAMED INSURED Hadley Construction Specialties, Inc. PO Box 180037 Mobile, AL 36618		AUTHORIZED REPRESENTATIVE THAMES BATRE' INSURANCE PO BOX 6989 MOBILE, AL 36660-0989
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES Additional Insured: The City of Mobile 200 Government Street Mobile, AL 36602		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74172053

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	Included
Loss To The Undamaged Portion Of The Building	\$ 75,000
Demolition Cost	\$ 75,000
Increased Cost Of Construction	\$ 75,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	Included
i. Preservation Of Property	\$ 25,000
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 25,000
l. Property In Transit	\$ 10,000
m. Claim Preparation Expense	\$ 25,000
n. Contract Penalties	

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 BR74172053

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Hadley Construction Specialties, Inc.

**Effective Date: 08/01/2023
12:01 A.M., Standard Time**

Agent Name: THAMES BATRE' INSURANCE

Agent No.: 02070894

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-43(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)

U-GU-619-A CW (10/02)



Important Notice – In Witness Clause

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



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

(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.

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.

(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:

- (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.

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**;

- (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.

- 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).

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

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.

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

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.
 $\$60,000 \times 1.00 = \$60,000$
- 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.
 $\$60,000 \times .833 = \$49,980$
- c. Deductible amount Subtracted from result of paragraph b.
 $\$49,980 - \$1,000 = \$48,980$

8. Liberalization Clause

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.

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.



ZURICH

Non-Reporting Endorsement

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. **Coinurance** is replaced by the following:

7. Coinurance

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

$$\$60,000 \times 1.00 = \$60,000$$

c. Deductible amount subtracted from results in B

$$\$60,000 - \$1,000 = \$59,000$$

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

$$\$60,000 \times .833 = \$49,980$$

- 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.



ZURICH

Windstorm Deductible

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

1	200 Government Street, Mobile, AL 36602
Loc. #	Address
Windstorm Deductible Percentage:	5 %, subject to a minimum Deductible of \$ 1,000

For loss or damage caused by windstorm, Section **D. DEDUCTIBLE** is replaced by the following:

The Windstorm Deductible applies to loss or damage to Covered Property caused directly or indirectly by windstorm. If loss or damage from a covered weather condition other than windstorm occurs, and that loss or damage would not have occurred but for the windstorm, such loss or damage shall be considered to be caused by windstorm and, therefore, part of the windstorm occurrence.

WINDSTORM DEDUCTIBLE CLAUSE

1. Non Reporting Form

- a. The Deductible amount will be determined by multiplying the Windstorm 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 Windstorm 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 Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm 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 Windstorm 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 Windstorm 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 Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm 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

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- a. The Deductible amount will be determined by multiplying the Windstorm 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 Windstorm 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 Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH®

Deductible Amendatory Endorsement

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.



ZURICH

Changes In Cancellation Condition

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.



ZURICH

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:



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.

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.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number
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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.

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.

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.

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;

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.

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.

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.

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.

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.



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.



SANCTIONS EXCLUSION ENDORSEMENT

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

Policy number *

74172053

Endorsement effective date *

08/01/2023

12:01 a.m. Standard Time at insured's mailing address.

Select type of endorsement *

Add/change/delete policy coverages (limits & deductibles)

Select multiple if desired.

E-mail address *

noralyne@thamesbatre.com

Base Coverages

Coverage description	Limit	Deductible
Amount of renovation/improvements	\$104,290	
Existing building(s) or structure(s) amount		\$0
Total completed value of all covered property	\$104,290	\$1000

Additional Coverages

The following additional coverages apply to this policy. Depending on the policy type and coverage, you may increase the limits by entering the value into the limits field (reporting form policies not eligible for increase). An increase in limit will result in an increase in premium. You may return to the default limit by clicking on the "Reset to default" button.

Coverage description	Limit
Back-up or overflow of sewer, drains or sumps	\$25,000
Claim Preparation Expense	\$10,000
Contract Penalties	\$25,000
Debris removal	\$50,000
Fire department service charge	\$25,000
Ordinance or law	
Loss to the undamaged portion of the building	Included
Demolition cost	\$104,290
Increased cost of construction	\$104,290
Combined aggregate for demolition cost and increased cost of construction	\$104,290
Pollution clean up and removal	\$25,000
Reward	\$25,000
Scaffolding, construction forms and temporary structures	\$50,000
Scaffolding re-erection	\$25,000
Property at a temporary storage location	\$25,000
Property in transit	\$25,000
Valuable papers and records	\$50,000

Coverage description	Limit	Deductible
Better green endorsement		\$0
Business income and extra expense		
Select coverage option *	No coverage	
Expediting expense		\$0

Coverage description		Limit	Deductible
Change order endorsement			
Include the change order endorsement *	No		
Earthquake		\$0	
Flood		\$0	
Testing			
Add testing coverage *	No		
Soft costs		\$0	
Soft costs include:			
1. Advertising & promotion expense			
2. Interests on Construction Loan			
3. Architect, Engineer & Consultant Fees			
4. Real estate & Property Tax Assessments			
5. Commissions or fees for renegotiation of leases			
6. Insurance Premiums			
7. Legal and Accounting Fees			
8. Fees for Licenses & Permits*			
Wind coverage			
Do you want to exclude wind coverage *	No		
Wind deductible option *	Wind Deductible		
Wind deductible percentage	5%		
Named storm deductible			
*			
Equipment Breakdown			
Add Equipment Breakdown coverage *	No		
Inflation Guard			
Add inflation guard coverage *	No		
Endorsement for policy number BR74172053			
Endorsement effective date 08/01/2023 to 02/01/2024			

Base coverages	Limit	Limit Change	Rate	Premium
Amount of renovation/improvements	\$104,290	\$29,290		
Existing building(s) or structure(s) amount	\$0	\$0		
Total completed value of all covered property	\$104,290	\$29,290	\$0.305	\$89.00
\$1,000 deductible applicable to losses to covered property				
Additional coverages	Limit	Limit Change	Rate	Premium
Back-up or overflow of sewer, drains or sumps	\$25,000	\$0	\$0.00	\$0.00
Claim Preparation Expense	\$10,000	\$0	\$0.00	\$0.00
Contract Penalties	\$25,000	\$0	\$0.00	\$0.00
Debris removal	\$50,000	\$0	\$0.00	\$0.00
Fire department service charge	\$25,000	\$0	\$0.00	\$0.00
Ordinance or Law				
Loss to the undamaged portion of the building	Included			
Demolition cost	\$104,290	\$29,290		
Increased cost of construction	\$104,290	\$29,290		
Combined Aggregate for Demolition Cost and Increased Cost of Construction	\$104,290	\$29,290	\$0.00	\$0.00
Pollution clean up and removal	\$25,000	\$0	\$0.00	\$0.00
Reward	\$25,000	\$0	\$0.00	\$0.00
Scaffolding re-erection	\$25,000	\$0	\$0.00	\$0.00

Base coverages	Limit	Limit Change	Rate	Premium
Scaffolding, construction forms and temporary structures	\$50,000	\$0	\$0.00	\$0.00
Property at a temporary storage location	\$25,000	\$0	\$0.00	\$0.00
Property in transit	\$25,000	\$0	\$0.00	\$0.00
Valuable papers and records	\$50,000	\$0	\$0.00	\$0.00
Optional coverages	Limit	Limit Change	Rate	Premium
Wind deductible 5%	Per Occurrence		Included	\$0
Totals and surcharges				Premium
Premium change all coverages (\$400 minimum premium applied for coverage)				\$0.00
TOTAL FULLY EARNED POLICY PREMIUM change				\$0.00
Policy premium now reads				\$400.00

The undersigned is an authorized representative of the applicant and certifies that reasonable enquiry has been made to obtain the answers to questions on this application. He/She certifies that the answers are true, correct and complete to the best of his/her knowledge.

Insured's Signature:

Date:

Agent's Signature: *Noralyne Thibodeau*

Date: 07/25/2023

(2 COPIES REQUIRED)

4589

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

To remove and replace existing roof at Police Third Precinct

Amount of Contract:

\$182,400.00

Funding Source

Project # Police Third Precinct - Re-Roofing BG-023-22

Discretionary Funds

Project String C0689 MPD Re-Roofing (20002000-48010)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
BG-023-22 MPD 3RD PRECINCT RE-ROOF	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/16/2023 - 11:59 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 10:33 AM
Legal	Kern, Chris	Approved	8/17/2023 - 2:20 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:56 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember Corey 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: DOUBLE AA CONSTRUCTION COMPANY, LLC

Project Name: POLICE THIRD PRECINCT –
RE-ROOFING

Project Number: BG-033-22

Amount: \$182,400.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: MPD RE-ROOFING

CAPITAL PROJECT #: C0689 (20002000-48010)

CONTRACT AMOUNT: \$182,400.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: BG-033-22

PROJECT DESCRIPTION: FOR THE REMOVAL & REPLACEMENT OF AN EXISTING ROOF AT POLICE THIRD PRECINCT (2165 ST STEPHENS ROAD).

VENDOR NAME: DOUBLE AA CONSTRUCTION COMPANY, LLC

VENDOR NUMBER: 276905

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil - Secretary III Date: 8/15/2023

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Double AA Construction Company, LLC
8735 Lott Road
Wilmer, Alabama 36587

City of Mobile Business License: 064691
Secretary of State Registration Number: 000-315-936

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

Police Third Precinct – Re-Roofing
2165 St. Stephens Road
Mobile, Alabama 36617

BG-033-22
For removal and replacement of an existing roof of a Police Precinct.

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

Architectural Engineering Department
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
And
Roof Asset Management, Inc.
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:

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TABLE OF ARTICLES

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| 1 | THE CONTRACT DOCUMENTS |
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| 3 | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4 | CONTRACT SUM |
| 5 | PAYMENTS |
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| 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.)

☒ 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.)

☒ Not later than ninety (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph 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 One Hundred Eighty Two Thousand Four Hundred and 00/100 Dollars (\$182,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$172,400.00
Contingency Allowance:	\$ 10,000.00
Total Contract Sum:	\$182,400.00

§ 4.2 Alternates

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

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

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.

(Table deleted)

§ 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 1,500 square feet of metal deck in the Base Bid.	Per (SF)	\$12.00
Unit Price #2: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 200 board feet of unsuitable wood blocking in the Base Bid.	Per (BF)	\$ 8.00
Unit Price #3: Provide and install one (1) linear foot of 36" wide, 80-mil PVC walkway pads. Include 300 linear feet of walkway pads in the Base Bid.	Per (LF)	\$ 8.00

§ 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.

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(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;
- .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.)

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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:

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

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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 Double AA Construction Company, LLC has completed the contract for BG-033-22, Police Third Precinct – Re-Roofing, 2165 St. Stephens Road, Mobile, Alabama 36617. 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.)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

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§ 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)

Robert Fleming, Owner
Double AA Construction Company, LLC
8735 Lott Road
Wilmer, Alabama 36587
Phone: (251) 645-1266
Email: doubleaaconst@aol.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama 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:

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- | | | |
|----|---------------------------|---------------------------|
| 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.
- 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 |
|----|---------------|-------------------------|

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- \$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: \$2,000,000 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%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

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The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 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)
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 & DETAILS	05/17/23

- .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 01710	Closeout Procedures	

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Section 01731 Cutting and Patching
Section 017839 Project Record Documents

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
Section 07920 Joint Sealants

DIVISION 8: DOORS & WINDOWS – NOT USED
DIVISION 9: FINISHES
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.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

EXHIBIT 1: February 8, 2023 Infrared Scan by Roof Asset Management, Inc.

(Paragraphs deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100 Invitation to Bid

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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.

§ 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

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as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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/

This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Double AA Construction Company, LLC

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Robert Fleming, Owner

(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 Robert Fleming as Owner of Double AA Construction Company, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 16th day of August, 2023.

NOTARY PUBLIC

My Commission Expires: February 2, 2027

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EXHIBIT A
SCOPE OF WORK

POLICE THIRD PRECINCT – RE-ROOFING

Project #BG-033-22

The work of this contract consists of the complete removal of the existing modified bitumen roof membranes and insulation, and the installation of new insulation, cover board, and single ply PVC roof membrane.

END OF SCOPE OF WORK

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, Double AA Construction Co. LLC, 8735 Lott Road, Wilmer, Alabama 36587, hereinafter called the Principal, and RLI Insurance Company 9025 N Lindbergh Dr. Peoria, IL 61615, 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 one hundred eighty-two thousand, four hundred and no/100 Dollars (\$182,400.00) 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 _____, 2023 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 City of Mobile, Police Third Precinct - Re-Roofing (BG-033-22) 2165 St. Stephens Road, Mobile, Alabama 36617, 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 _____, 2023.

CONTRACTOR AS PRINCIPAL

Company: Double AA Construction Company, LLC

(Corporate Seal)

By: Robert Fleming

(Signature)

Name and Title: Robert Fleming, Owner

SURETY

Company: RLI Insurance Company

(Corporate Seal)

By: B. Doyle Campbell

(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-fact

Resident Agent: B. Doyle Campbell

(Signature)

Name and Title: B. Doyle Campbell, AL Resident Agent

Company Name: BaySide Surety Brokerage, Inc.

Address: PO Box 851074

Mobile AL 36685

Phone and Fax: 251-661-0745 / 251-661-0790

Owner's Representative: Cassie Boatwright, Director

AE Department

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria }

SS

CERTIFICATE

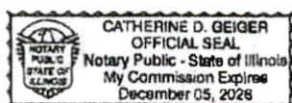
On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this day of , .

By: Catherine D. Geiger
Catherine D. Geiger Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



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, Double AA Construction Co. LLC, 8735 Lott Road, Wilmer, Alabama 36587, as Principal, and RLI Insurance Company 9025 N Lindbergh Dr. Peoria, IL 61615, 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 one hundred eighty-two thousand, four hundred and no/100 (\$182,400.00) 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 Oblige, dated the ____ day of _____, 2023, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Police Third Precinct - Re-Roofing (BG-033-22), 2165 St. Stephens Road, Mobile, Alabama 36617, 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 B. Doyle Campbell **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 _____, 2023

CONTRACTOR AS PRINCIPALCompany: Double AA Construction Company, LLC

(Corporate Seal)

By: Robert Fleming

(Signature)

Name and Title:

Robert Fleming, Owner**SURETY**Company: RLI Insurance Company

(Corporate Seal)

By: B. Doyle Campbell

(Signature)

Name and Title: B. Doyle Campbell, Attorney-in-factResident Agent: B. Doyle Campbell

(Signature)

Name and Title: B. Doyle Campbell, AL Resident AgentCompany Name: BaySide Surety Brokerage, Inc.Address: PO Box 851074Mobile AL 36685Phone and Fax: 251-661-0745 / 251-661-0790Owner's Representative: Cassie Boatwright, Director

AE Department

PO Box 1827

Mobile, AL 36633

251-208-7454

Labor and Material Payment Bond

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

B. Doyle Campbell, Tracy Vancleave, jointly or severally

in the City of Mobile, State of Alabama its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of February, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

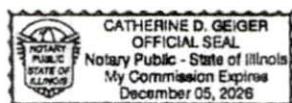
By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 3rd day of February, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this day of , .

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick Corporate Secretary

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: BG-033-22
PROJECT NAME: Police Third Precinct – Re-Roofing
PROJECT LOCATION: 2165 St. Stephens Road, Mobile, Alabama 36617

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated May 17, 2023; and all Addendum (a) Number(s) 1 & 2, dated May 25 & 30, 2023, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY

NAME: Double AA Construction Company, LLC.

ADDRESS: 8735 Lott Road, Wilmer, Alabama 36587 **PHONE** (251) 645-1266

ALABAMA GENERAL CONTRACTOR LICENSE NO. 37758

CITY OF MOBILE BUSINESS LICENSE NO. 64691

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. N/A

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☒ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for forty-five (45) calendar days from the date of the Notice to Proceed.

Base Bid: \$ 172,400.00
Contingency Allowance: + \$ 10,000.00
Total Base Bid: \$ 182,400.00
(Fill in here and in Total Bid below)
TOTAL BASE BID: One Hundred Eighty Two Thousand Four Hundred - - - -
----- Dollars, (\$ 182,400.00)
(Amount in Words) (Amount in Figures)

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

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 metal deck). Include the removal and replacement of 1,500 square feet of metal deck in the Base Bid.

\$ 12.00 SF

Unit Price #2: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking. Include the removal and replacement of 50 board feet of wood blocking in the Base Bid.

\$ 8.00 SF

Unit Price #3: Supply and install one (1) linear 36" wide, 80-mil PVC additional walkway pads. Include the installation of 300 linear feet of walkway pads in the Base Bid.

\$ 8.00 SF

CONTINGENCY ALLOWANCE: \$10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color,

Police Third Precinct – Re-Roofing
BG-033-22

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY

NAME: Double AA Construction Company, LLC.

(Printed or Typed)

BY: Robert Fleming

(Signature of Company Officer)

COMPANY OFFICER: Robert Fleming

(Printed or Typed)

TITLE Owner

(Printed or Typed)

DATE May 31

, 2023

Sworn to and subscribed before me this 31st day of May 2023


Notary Public

- Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

**ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A**

To: City of Mobile

Date: May 31, 2023

Name of Project: POLICE THIRD PRECINCT
Project Number: BG-033-22

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 6,400.00

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 Double AA Construction Company, LLC.

Mailing

Address 8735 Lott Road, Wilmer, Alabama 36587

*By (Legal Signature)

Robert Fleming

*Name (type or print) Robert Fleming

(Seal)

*Title Owner

Telephone Number (251) 645-1266



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: Archmlque.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	Double AA Construction Company, LLC.		
Address	8735 Lott Road Wilmer, Alabama 36587		
Telephone	(251) 645-1266		
E-Mail	doubleaaconst@aol.com		
RFP/RFQ Solicitation Number	BG-033-22		
Project Description	Police Third Precinct Re-Roofing		
Is your company a DBE company?	Yes ☐ No ☒		
Work force demographics	Male <u>eight</u> Female <u>zero</u> Minority <u>four</u> Non-minority <u>four</u> Vets <u>zero</u> Total #of Employees <u>eight</u>		

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert Fleming

Signature: *Robert Fleming* Date: May 31, 2023

Title: Owner

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: Robert Fleming Title: Owner

E-mail: doubleaaconst@aol.com Phone: (251) 645-1266



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 # BG-033-22 Your Bid/Proposal Amount \$ 182,400.00 Date: 05 / 31 /2023

Description Police Third Precinct - Re-Roofing

Name of Bidder/Proposer: Double AA Construction Company, LLC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
DURO-LAST	(989) 753-6486	Roofing Material	64,000.00	35%	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Double AA Construction Company, LLC.

Contact Person: Robert Fleming Phone (251) 645-1266 Email doubleaaconst@aol.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.
	X	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> 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.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

	X	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	X	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. None

Suggestions or comments to improve this program. _____



Alabama Secretary of State



Double AA Construction Company, LLC	
Entity ID Number	000 - 315 - 936
Entity Type	Domestic Limited Liability Company
Principal Address	8735 LOTT RD WILMER, AL 36587
Principal Mailing Address	8735 LOTT RD WILMER, AL 36587
Status	Exists
Place of Formation	Mobile County
Formation Date	08/06/2014
Registered Agent Name	FLEMING, ROBERT A
Registered Office Street Address	8735 LOTT RD WILMER, AL 36587
Registered Office Mailing Address	8735 LOTT RD WILMER, AL 36587
Nature of Business	TO ENGAGE IN CONSTRUCTION BUSINESS
Organizers	
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Organizer Name	FLEMING, ROBERT A
Organizer Street Address	8735 LOTT RD WILMER, AL 36587
Organizer Mailing Address	8735 LOTT RD WILMER, AL 36587
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	08/18/2014
Miscellaneous Filing Entry	New Entity Effective 08-10-2014 17:00
Scanned Documents	

Double AA Construction Company, LLC			
Purchase Document Copies			
Document Date / Type / Pages	08/18/2014 Certificate of Formation 4 pgs.		

[Browse Results](#)

[New Search](#)



Company ID Number: 491440

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Double AA Construction Company	
Robert Fleming Name (Please Type or Print)	Title
Electronically Signed Signature <i>Robert Fleming</i>	01/18/2012 Date
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Double AA Construction Company
Company Facility Address	8735 Lott Rd Willmer, AL 36587
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	542117126



Company ID Number: 491440

North American Industry Classification Systems Code:	238
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Robert S Fleming	Fax Number:	(251) 645 - 1286
Telephone Number:	(251) 645 - 1266		
E-mail Address:	doubleaconst@yahoo.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2023

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

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

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 FAX (A/C, No): 217-477-6772 E-MAIL: workersfirst@ccmsi.com ADDRESS: _____
INSURED DOUBLE AA CONSTRUCTION CO. LLC 8735 LOTT ROAD WILMER, AL 36587	INSURER(S) AFFORDING COVERAGE INSURER A: WorkersFirst CompFund INSURER B: Midwest Employers Casualty Company INSURER C: Alabama Reinsurance Trust Fund 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXPIR DATE (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY AUTOS ONLY					
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) C If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	X EWC005404(WC) POAL127200(EL)	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Police Third Precinct - Re-Roofing, 2165 St. Stephens Road, Mobile, AL 36617

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSURED'S ADDRESS.

COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT. Waiver of Subrogation is granted in favor of City of Mobile. 30 Day NOC applies.

Excluded Officer(s): Robert Fleming Owner;

CERTIFICATE HOLDER

CANCELLATION

CITY OF MOBILE
ARCHITECTURAL ENGINEERING DEPARTMENT
P.O. BOX 1827
MOBILE, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

Linda Hudgins

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ACORD 25 (2016/03)

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CertRecID: 623220
PRID: 328942747

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 7/31/2023 - 1/1/2024
Insured
DOUBLE AA CONSTRUCTION CO. LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. POAL127200(EL) Endorsement No.
Premium 0

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/31/2023

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

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

PRODUCER Valent Group, LLC 1110 Montlamar Drive Suite 400 Mobile AL 36609	CONTACT NAME: Danelle Stokes PHONE (A/C, No, Ext): (251) 544-7237 FAX (A/C, No): E-MAIL: dstokes@valentgroup.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Auto Mutual Insurance Company INSURER B: Travelers Property & Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25135 25674
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COVERAGES **CERTIFICATE NUMBER:** CL22111842238 **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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	10155713CP	11/24/2022	11/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	10155714CA	11/24/2022	11/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	10155719CU	11/24/2022	11/24/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	issued under separate certificate			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Installation or Builders Risk \$1,000 deductible			660-9S448313	11/24/2022	11/24/2023	Total Limit per job \$ 1,250,000 Temp Storage Limit \$ 250,000 Transit Limit \$ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Police Third Precinct Re-Roofing @ 2165 St Stephens Rd, Mobile, AL 36617
Project No.: BG-033-22

City of Mobile is named as an additional insured with respect to the general, automobile and the umbrella liability as required by written contract. All policies shall be primary and non-contributory with any other insurance in force or which may be purchased by the additional insured. A waiver of subrogation applies in favor of the City of Mobile as respects to general, automobile and umbrella liability. A 30 day notice of cancellation, non-renewal or material change applies(except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Dept. PO Box 1827 Mobile AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Maria Deane</i>
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STATE AUTO PEAK SERIES FOR CONTRACTOR'S LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CONTENTS:

- A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE
- B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE
- C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE
- D. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT
- E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS
- F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY OF OTHERS
- G. PRIMARY AND NONCONTRIBUTORY

A. PROPERTY OF OTHERS IN THE CARE, CUSTODY OR CONTROL OF THE INSURED & VOLUNTARY PROPERTY DAMAGE

1. Coverage

With respect to the coverage provided by this provision, the following is added to Paragraph 1.a. of **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability**:

We will pay, at your request, for "property damage" to property of others while that property is in the care, custody or control of the insured, arising out of your act or omission without regard to any legal obligation to pay damages.

2. Exclusions

Paragraph 2. **Exclusions**, of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** is amended as follows:

- a. With respect to the coverage provided by this endorsement, exclusions 2.j.(3), 2.j.(5) and 2.j.(6) of **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** do not apply.
- b. With respect to the coverage provided by this endorsement, exclusion 2.j.(4) is replaced with the following:

j. Damage To Property

"Property damage" to:

- (4) Personal property in the care, custody or control of the insured at premises owned, occupied by or rented to an insured;

- c. The following is added:

- 1) This insurance does not apply to "property damage" to property:
 - a) Arising from errors or mistakes in design plans or specifications committed by or on behalf of the insured.
 - b) While being transported by or caused by the ownership, maintenance, operation, use, loading or unloading of any "auto," watercraft or aircraft by an insured; or
 - c) Included in the "products – completed operations hazard".

3. Limits of Insurance

With respect to the coverage provided by this endorsement, the following is added to **Section III – Limits of Insurance**:

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

- a. Subject to **b.** below, the most we will pay for "property damage" including all resulting loss of use is:
 - 1) \$2,500 as a result of any one "occurrence" and the most we will pay for the sum of all occurrences during the policy period is the aggregate limit of \$10,000; or
 - 2) The amount shown in the Declarations, if greater than 1) above, for Property Of Others In The Care, Custody, And Control Of The Insured.
- b. The limit in **3.a.1)** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph 5. of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

We will not pay for "property damage" in any one "occurrence" until the amount of loss or damage exceeds the deductible shown for this coverage in the policy declarations. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable limit of insurance. The limits of insurance will not be reduced by the application of such deductible amount.

We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
- c. The amount we pay for the sum of all occurrences in an annual policy period is the Aggregate Limit for this coverage. This amount is part of and not in addition to the Commercial General Liability General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

4. Conditions

With respect to the coverage provided by this endorsement, the following is added to **Section IV – Commercial General Liability Conditions**:

- a. Any payment made under this endorsement shall not be interpreted as an admission of liability by you or us.
- b. In the event of a loss covered by this endorsement, an insured shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at actual cost to an insured, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Any payment made by us shall not constitute an admission of liability by an insured, or by us.
- c. With respect to the coverage provided by this endorsement Paragraph 4. **Other Insurance** of **Section IV – Commercial General Liability Conditions** is amended to include the following paragraph:

If any other insurance carried by an insured applies to a loss covered by this endorsement, the insurance under this coverage extension shall apply as excess insurance over such other insurance, collectable or not.

B. CONSTRUCTION PROJECT/LOCATION GENERAL AGGREGATE

1. For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed:
 - (i) only to ongoing operations at a single construction project away from premises owned or rented to you or;
 - (ii) to a single "location" owned or rented to you:
- a. A separate Construction Project/"Location" General Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

- b. The Construction Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
 - c. Any payments made under **SECTION I - COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project/"Location" General Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" General Aggregate Limit for any other construction project or covered "location".
 - d. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project/"Location" General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single construction project or only to operations at a single "location":
 - a. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - b. Such payments shall not reduce any Construction Project/"Location" General Aggregate Limit.
 3. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Construction Project/"Location" General Aggregate Limit.
 4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 6. The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

C. CONSTRUCTION PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed
 - (i) only to "your work" at a single designated project; or
 - (ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".
- a. A separate Construction Project/"Location" Products-Completed Operations Aggregate Limit applies to each construction project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.

- b. The Construction Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organization making claims or bringing "suits"
 - c. Any payments made under **COVERAGE A** for damages shall reduce the Construction Project/"Location" Products-Completed Operations Aggregate Limit for that construction project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project/"Location" Products-Completed Operations Aggregate Limit for any other construction project or covered "location".
 - d. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Construction Project/"Location" Products-Completed Operations Aggregate Limit.
 2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:
 - (i) "your work" at a single designated project; or
 - (ii) Operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":
 - a. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and
 - b. Such payments shall not reduce any Construction Project/"Location" Products-Completed Operations Aggregate Limit.
 3. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Construction Project/"Location" General Aggregate Limit.
 4. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
 5. For the purposes of this endorsement, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:
 "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
 6. The provisions of **SECTION III - LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

D. ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT

The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.

 1. **SECTION II - WHO IS AN INSURED** is amended to include any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

- a. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- (1) The Insurance Services Office (ISO) CG 20 10 (10/01 edition); or
- (2) The Insurance Services Office (ISO) CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- (a) Your ongoing operations, with respect to Paragraph D.1.a.(1) above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph D.1.a.(2) above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph D.1.a., insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
- ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- b. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- (1) The Insurance Services Office (ISO) CG 20 10 (07/04 edition); or
- (2) The Insurance Services Office (ISO) CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (a) Your acts or omissions; or
- (b) The acts or omissions of those acting on your behalf,

in the performance of:

- 1. Your ongoing operations, with respect to Paragraph D.1.b.(1) above; or
- 2. "Your work" and included in the "products-completed operations hazard", with respect to Paragraph D.1.b.(2) above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph D.1.b., insurance afforded to such additional insured:

- i. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement; and
- ii. Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- c. If neither Paragraph D.1.a. nor Paragraph D.1.b above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- (1) Under the Insurance Services Office (ISO) CG 20 10 (04/13) or Insurance Services Office (ISO) CG 20 10 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to ongoing operations if no form is specified;

such person or organization is then an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph D.1.c. insurance afforded to such additional insured:

i. Only applies to the extent permitted by law;

ii. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

iii. Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs subsequent to your execution of the written contract or written agreement.

d. If neither Paragraph D.1.a. nor Paragraph D.1.b above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

(1) Under the Insurance Services Office (ISO) CG 20 37 (04/13) or Insurance Services Office (ISO) CG 20 37 (12/19) edition, any subsequent edition, or if no edition date is specified; or

(2) With respect to the "products-completed operations hazard" if no form is specified,

such person or organization is then an additional insured, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph D.1.d., insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury" or "property damage" occurs subsequent to your execution of the written contract or written agreement.

2. With respect to the insurance afforded to the additional insured described above, the following additional exclusion applies:

a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render any professional engineering, architectural or surveying services by you or others on your behalf, including:

(1) The preparing, approving, failing to prepare approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(2) Supervisor or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

3. With respect to the insurance afforded to an additional insured under Paragraph D.1.c. or Paragraph D.1.d. of this endorsement, the following applies:

- a. The following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by a written contract or written agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- b. Paragraph 9.f. of **SECTION V - DEFINITIONS** is amended as follows:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

4. With respect to the coverage provided under this endorsement:

- a. The following is added to Paragraph 4.a. of the **Other Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Primary and Noncontributory Insurance

However, this insurance is primary to and will not seek contribution from any other insurance available to a person or organization added as an additional insured under the terms of the endorsement provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- b. The following paragraph is added to Paragraph 4.b. of the **Other Insurance Condition** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

5. This additional insured provision does not apply to an additional insured or project which has been specifically addressed by separate endorsement to this Coverage Part showing the additional insured in a Schedule of additional insureds.

E. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED FOR PERMITS

1. The words "you" and "your" as used in this provision refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under the policy to which this endorsement is attached. "You" and "your" do not refer to an additional insured.
2. **SECTION II – WHO IS AN INSURED** is amended to include any state, governmental agency, subdivision or political subdivision for which you are required to add as an additional insured because of the issuance or existence of a permit, but only with respect to:
 - a. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for which the permit was issued; and
 - b. Permits:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury", "property damage," or "personal and advertising injury".However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured for ongoing operations ends when your operations for which the permit was issued are completed.
3. With respect to the insurance afforded to the additional insured described in **E. 2.** above, this insurance does not apply to:
 - a. Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
4. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

 - b. Required by the contract or agreement; or
 - c. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

F. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

G. PRIMARY AND NONCONTRIBUTORY

Subparagraph a. **Primary Insurance** of Paragraph 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Double AA Construction Co.

Endorsement Effective Date: 11/24/2022

CONTENTS:

- A. ADDITIONAL INSURED – AUTOMATIC STATUS
- B. BROADENED INSURED
- C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
- D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
- E. RESULTANT MENTAL ANGUISH
- F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
- G. EMPLOYEES AS INSUREDS
- H. EMPLOYEE HIRED AUTOS
- I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

**A. ADDITIONAL INSURED –
AUTOMATIC STATUS**

Item A.1.c. of SECTION II –COVERED
AUTOS LIABILITY COVERAGE,WHO
IS AN INSURED is deleted and
replaced with the following:

- c. Anyone liable for the conduct of
an "insured" described above
but only to the extent of that
liability. This includes, but is not
limited to, any person or
organization for whom you are
performing operations when
you and such person or
organization have agreed in a
written contract or a written
agreement that such person or
organization be added as an
additional insured on your
policy. Such person or
organization is an additional
insured under this policy only
with respect to liability caused
in whole or in part by your acts
or omissions in the
performance of your ongoing
operations for the additional
insured. A person or
organization's status as an
additional insured for ongoing
operations under this policy
ends when your operations for
the additional insured are
completed or when this policy
is cancelled, whichever occurs
first.

B. BROADENED INSURED

The following paragraph is added
to SECTION II –A.1. WHO IS AN
INSURED:

- d. Any organization of yours, other
than a partnership or joint
venture, of which you own a
financial interest of more than
50% as of the effective date of
this Coverage part, will qualify
as an "insured". However, such
organization will not qualify as
an "insured" if it is also an
"insured" under another policy,
other than a policy written to
apply specifically in excess of

this Coverage Part or would be
an "insured" under such
policy but for its termination or
the exhaustion of its limits of
insurance. Each such
organization remains qualified
as an "insured" only while you
own a financial interest of more
than 50% in the organization
during the policy period.

- e. Any organization that is acquired
or formed by you, other than a
partnership or joint venture, of
which you own a financial
interest of more than 50% will
qualify as an "insured".
However, such organization will
not qualify as an "insured" if it is
also an "insured" under another
policy, other than a policy
written to apply specifically in
excess of this Coverage Part or
would be an "insured" under
such policy but for its
termination or the exhaustion of
its limits of insurance. Each
such organization remains
qualified as an "insured" only
while you own a financial
interest of more than 50% in the
organization during the policy
period.

This provision does not include:

- (1) any organization
180 days or more after its
acquisition or formation; or
- (2) "bodily injury",
"property damage" or
"covered pollution cost or
expense" caused by an
"accident" that occurred
before you acquired or
formed the organization.

**C. DUTIES IN THE EVENT OF AN
ACCIDENT, CLAIM, SUIT OR LOSS
CONDITION**

The following paragraph is added to
the end of Paragraph A. 2.,
SECTION IV – BUSINESS AUTO
CONDITIONS:

Your obligation to notify us promptly of
an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is

excess over any other collectible insurance

G. EMPLOYEES AS INSURED

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**I. TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US**

The following is added to Section IV –
BUSINESS AUTO CONDITIONS A.5.
Transfer Of Rights Of Recovery Against
Others To Us:

We waive any right of recovery we may
have against any person or organization
to the extent required of you under a
written contract executed prior to any
"accident" or "loss", provided the
"accident" or "loss" arises out of
operations contemplated by such
contract. This waiver applies only to the
person or organization designated in
such contract.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds, Joel Daves, Josh Woods, and Gina Gregory

Purpose and Scope of Project:

Approve contract with H.O. Weaver and Sons, Inc. for street resurfacing.

Amount of Contract:

\$10,826,321.48

Funding Source

Project # C0800

Discretionary Funds

Project String 2000.2000.48010

Contract Number:4591

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	8/17/2023 - 9:29 AM
Capital Rhodes, Brenda	Approved	8/17/2023 - 12:54 PM
Legal Kern, Chris	Approved	8/17/2023 - 2:46 PM
Mayors Office Montgomery, Brandi	Approved	8/17/2023 - 2:56 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Resurfacing (D1-7) COM Project: 2023-3005-04

PROJECT #: C0800 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: \$10,826,321.48

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

VENDOR NUMBER: 234242

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 8/17/2023

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,
Josh Woods, and Gina Gregory

WHEREAS, bids for street resurfacing for districts 1,2,3,4,5,6 and 7 were received and opened on June 21, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H. O. Weaver & Sons, Inc., in the amount of \$10,826,321.48.

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 PAYGO Resurfacing
(D#1-7)

Project Number: 2023-3005-04

Amount: \$10,826,321.48

Adopted:

City Clerk



**2022 PAYGO
RESURFACING**

PROJECT No. 2023-3005-04

BID DATE – JUNE 21, 2023

ADDENDUM NO. 1

June 15, 2023

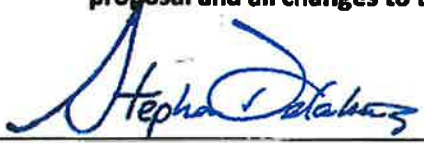
City of Mobile

2022 PayGo

PROJECT NO. 2023-3005-04

1. **CONTRACT DOCUMENTS: ITEM VIII, Special Provisions, Sheet 41 Item 44. Should read "There shall be adjustment to asphalt index for this project". The prospective bidder shall ink this statement within the Item and will be understood to be a part of this contract.**

This document shall be signed and faxed or emailed copied back to the Engineer for proof of receipt. **All signed addendum(s) will be attached to the Addendum Section of the sealed proposal and all changes to the construction document.**



Authorized

6/20/23

Date



6/20/23

Acknowledgement

Date



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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 21, 2023** and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No: **2023-3005-04**
Project: **2022 PAYGO Resurfacing**
Project Description: **Street Resurfacing and Related Work**

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC** upon payment of one hundred and five dollars (\$105.00). 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 20, 2023**.

A Mandatory Pre-Bid Conference will be held at the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday June 14, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable 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 PAYGO Resurfacing**, City of Mobile Project No. **2023-3005-04**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES:

Tuscaloosa News – Sunday, June 4th

Dothan Eagle– Sunday, June 4th

Lagniappe – Wednesday, June 7th

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 PAYGO Resurfacing**, City of Mobile Project No. **2023-3005-04**, 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 6/21/23

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 Sawgrass Consulting, LLC., as well as the premises.

Project Name: 2022 PAYGO Resurfacing

Project No: 2023-3005-04

Project Description: Street resurfacing and related work

Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **245** 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 20, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

Project No. 2023-3005-04
2022 PayGo Resurfacing

BASE BID

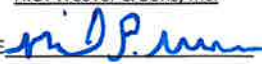
ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206-C1	7,754	SY	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	EIGHTEEN DOLLARS AND THIRTY THREE CENTS	\$ 18.33	\$ 142,130.82
206-C2	915	SY	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	EIGHTEEN DOLLARS AND THIRTY THREE CENTS	\$ 18.33	\$ 16,771.95
206-C3	110	SY	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	TWENTY FIVE DOLLARS AND NO CENTS	\$ 25.00	\$ 2,750.00
206-C4	50	SY	REMOVE CONCRETE SLOPE PAVING	EIGHTEEN DOLLARS AND THIRTY THREE CENTS	\$ 18.33	\$ 916.50
206-D1	970	LF	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING ALL DEPTHS)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	\$ 12.78	\$ 12,396.60
206-D2	12,837	LF	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	\$ 12.78	\$ 164,056.86
206-D3	298	LF	REMOVING CURB (INCL. SAW CUTTING)	TWELVE DOLLARS AND SEVENTY EIGHT CENTS	\$ 12.78	\$ 3,808.44
206-E1	55	EA	REMOVING INLET LID-PARTIAL (ALL TYPES)	FIVE HUNDRED DOLLARS AND NO CENTS	\$ 500.00	\$ 27,500.00
206-E2	2	EA	REMOVING INLET (TOTAL STRUTURE)	FIVE HUNDRED DOLLARS AND NO CENTS	\$ 500.00	\$ 1,000.00
206-E5	22	EA	REMOVE CONCRETE INLET THROATS	FIVE HUNDRED DOLLARS AND NO CENTS	\$ 500.00	\$ 11,000.00
209-A2	10	EA	MAILBOX RESET (STANDARD)	TWO HUNDRED THIRTY SIX DOLLARS AND SIXTY FOUR CENTS	\$ 236.64	\$ 2,366.40
210-A	300	CY	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	FOURTEEN DOLLARS AND FORTY FOUR CENTS	\$ 14.44	\$ 4,332.00
210-D	300	CY	BORROW EXCAVATION (TRUCK BED MEASURE)	EIGHTEEN DOLLARS AND EIGHTY NINE CENTS	\$ 18.89	\$ 5,667.00
214-A	80	CY	STRUCTURE EXCAVATION	THIRTY THREE DOLLARS AND THIRTY THREE CENTS	\$ 33.33	\$ 2,666.40
214-B	100	CY	FOUNDATION BACKFILL, COMMERCIAL	SEVENTY SEVEN DOLLARS AND SEVENTY EIGHT CENTS	\$ 77.78	\$ 7,778.00
260-A	30	CY	FLOWABLE FILL	TWO HUNDRED FORTY SEVEN DOLLARS AND TWENTY TWO CENTS	\$ 247.22	\$ 7,416.60
301-B	200	TON	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	SEVENTY THREE DOLLARS AND THIRTY THREE CENTS	\$ 73.33	\$ 14,666.00
305-B	100	TON	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	SEVENTY THREE DOLLARS AND THIRTY THREE CENTS	\$ 73.33	\$ 7,333.00
408-A1	485,336	SY	PLANING EXISTING PAVEMENT, 1"-2" Thick	ONE DOLLAR AND FIFTEEN CENTS	\$ 1.15	\$ 558,136.40
408-A2	12,878	SY	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	TWO DOLLARS AND FIFTEEN CENTS	\$ 2.15	\$ 27,687.70
408-A3	31,778	SY	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	FIVE DOLLARS AND FOUR CENTS	\$ 5.04	\$ 160,161.12
429-A1	42,055	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED FIVE DOLLARS AND TWENTY SEVEN CENTS	\$ 105.27	\$ 4,427,129.85
429-A2	500	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	ONE HUNDRED TWENTY SEVEN DOLLARS AND EIGHT CENTS	\$ 127.08	\$ 63,540.00
429-A3	2,750	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, <u>WIDENING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR DRIVEWAYS OR TIE-INS)	ONE HUNDRED FIFTY THREE DOLLARS AND FOURTEEN CENTS	\$ 153.14	\$ 421,135.00
429-B1	500	TON	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>LEVELING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	ONE HUNDRED FIVE DOLLARS AND TWENTY SEVEN CENTS	\$ 105.27	\$ 52,635.00
429-B2	1,000	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, <u>PATCHING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT)	ONE HUNDRED SIXTY NINE DOLLARS AND FORTY THREE CENTS	\$ 169.43	\$ 169,430.00
429-B3	250	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, <u>UPPER BINDER</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 110-220LB/SY, (INCL. TACK COAT)	ONE HUNDRED FIVE DOLLARS AND TWENTY SEVEN CENTS	\$ 105.27	\$ 26,317.50
450-A	110	SY	REINFORCED CONCRETE PAVEMENT, 6" THICK	SIXTY FOUR DOLLARS AND SEVENTY TWO CENTS	\$ 64.72	\$ 7,119.20
502-A	1,000	LB	STEEL REINFORCEMENT	ONE DOLLAR AND SIXTY SEVEN CENTS	\$ 1.67	\$ 1,670.00
600-A	1	LS	MOBILIZATION	TWO HUNDRED FORTY SIX THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS AND NO CENTS	\$ 246,799.00	\$ 246,799.00
614-B	40	SY	CONCRETE SLOPE PAVING, 5" THICK	SIXTY TWO DOLLARS AND FIFTY CENTS	\$ 62.50	\$ 2,500.00
618-A1	7,454	SY	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SEVENTY SEVEN DOLLARS AND SEVENTY TWO CENTS	\$ 77.72	\$ 579,324.88

MPW



" THERE SHALL BE ADJUSTMENT TO ASPHALT INDEX FOR THIS PROJECT "

618-A2	300	SY	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	EIGHTY FOUR DOLLARS AND SEVENTY TWO CENTS	\$ 84.72	\$ 25,416.00
618-B	915	SY	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	EIGHTY FOUR DOLLARS AND SEVENTY TWO CENTS	\$ 84.72	\$ 77,518.80
618-D1	442	EA	HANDICAP RAMP, TYPE A	ONE THOUSAND SIX HUNDRED NINETEEN DOLLARS AND FORTY THREE CENTS	\$ 1,619.43	\$ 715,788.06
618-D2	1	EA	HANDICAP RAMP, TYPE B	ONE THOUSAND SEVEN HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS	\$ 1,749.98	\$ 1,749.98
618-D3	15	EA	HANDICAP RAMP, TYPE C	ONE THOUSAND SEVEN HUNDRED FORTY NINE DOLLARS AND NINETY EIGHT CENTS	\$ 1,749.98	\$ 26,249.70
618-D4	12	EA	HANDICAP RAMP, TYPE D or D MODIFIED	ONE THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS AND FORTY EIGHT CENTS	\$ 1,817.48	\$ 21,809.76
618-E	524	EA	TRUNCATED DOME INSERT, NEW CONSTRUCTION	TWO HUNDRED EIGHTY THREE DOLLARS AND THIRTY THREE CENTS	\$ 283.33	\$ 148,464.92
620-A	20	CY	MINOR STRUCTURE CONCRETE	ONE THOUSAND SEVENTY TWO DOLLARS AND TWENTY ONE CENTS	\$ 1,072.21	\$ 21,444.20
621-C1	1	EA	INLET, TYPE GRATE	THREE THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY FIVE CENTS	\$ 3,888.85	\$ 3,888.85
621-C3	1	EA	INLET, TYPE S (All Wings)	FOUR THOUSAND NINE HUNDRED FORTY FOUR DOLLARS AND FORTY CENTS	\$ 4,944.40	\$ 4,944.40
621-C4	55	EA	INLET, PARTIAL (TOP- RELACE IN-KIND)	TWO THOUSAND SIX HUNDRED NINETY FOUR DOLLARS AND FORTY TWO CENTS	\$ 2,694.42	\$ 148,193.10
621-C5	2	EA	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	TWO THOUSAND FOUR HUNDRED SEVENTY SEVEN DOLLARS AND SEVENTY SIX CENTS	\$ 2,477.76	\$ 4,955.52
621-C6	22	EA	INLET, PARTIAL (THROAT)	ONE THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND TWENTY CENTS	\$ 1,852.20	\$ 40,748.40
621-N1	3	EA	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	TWO THOUSAND NINE HUNDRED SIXTY THREE DOLLARS AND THIRTY CENTS	\$ 2,963.30	\$ 8,889.90
621-N2	60	SF	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	TWO HUNDRED SIXTY DOLLARS AND NO CENTS	\$ 260.00	\$ 15,600.00
623-A	970	LF	CONCRETE VALLEY GUTTER; MATCH EXISTING	FORTY FOUR DOLLARS AND SEVENTY TWO CENTS	\$ 44.72	\$ 43,378.40
623-B	750	LF	CONCRETE CURB (MATCH IN-KIND)	FORTY FOUR DOLLARS AND SEVENTY TWO CENTS	\$ 44.72	\$ 33,540.00
623-C	11,671	LF	COMBINATION CURB AND GUTTER	FORTY FOUR DOLLARS AND SEVENTY TWO CENTS	\$ 44.72	\$ 521,927.12
650-A	1,500	CY	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	FIFTY DOLLARS AND NO CENTS	\$ 50.00	\$ 75,000.00
652-A	2.0	ACRE	SEEDING	FIVE HUNDRED DOLLARS AND NO CENTS	\$ 500.00	\$ 1,000.00
654-A	5,000	SY	SOLID SODDING (MATCH EXISTING)	SEVEN DOLLARS AND SEVENTY EIGHT CENTS	\$ 7.78	\$ 38,900.00
656-A	2.0	ACRE	MULCHING	EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY EIGHT CENTS	\$ 888.88	\$ 1,777.76
665-E	500	SY	POLYETHYLENE	ONE DOLLAR AND SIXTY ONE CENTS	\$ 1.61	\$ 805.00
665-J	200	LF	SILT FENCE	FIVE DOLLARS AND THIRTY TWO CENTS	\$ 5.32	\$ 1,064.00
665-Q	350	LF	WATTLES	NINE DOLLARS AND EIGHTY FIVE CENTS	\$ 9.85	\$ 3,447.50
674-A	100	LF	CONSTRUCTION SAFETY FENCE	SEVEN DOLLARS AND SEVENTY EIGHT CENTS	\$ 7.78	\$ 778.00
690-A	2	EA	PROJECT SIGN (PORTABLE)	ONE THOUSAND SEVEN HUNDRED TWENTY FIVE DOLLARS AND TWENTY ONE CENTS	\$ 1,725.21	\$ 3,450.42
701-A2	0.8	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 8" WIDE	NINE THOUSAND ONE HUNDRED SIXTY SIX DOLLARS AND FIFTY EIGHT CENTS	\$ 9,166.58	\$ 7,333.26
701-A5	43.1	MILE	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SEVEN THOUSAND SIX HUNDRED ELEVEN DOLLARS AND FOUR CENTS	\$ 7,611.04	\$ 328,035.82
701-A6	34.3	MILE	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	SEVEN THOUSAND FOUR HUNDRED NINETY NINE DOLLARS AND NINETY THREE CENTS	\$ 7,499.93	\$ 257,247.60
701-A7	33.1	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FOUR THOUSAND SIX HUNDRED FORTY NINE DOLLARS AND NINETY FIVE CENTS	\$ 4,649.95	\$ 153,913.35
701-A8	13.6	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FOUR THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND SIXTY TWO CENTS	\$ 4,666.62	\$ 63,466.03
701-A9	1,000	LF	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	TWO DOLLARS AND TWENTY TWO CENTS	\$ 2.22	\$ 2,220.00
701-B1	1.0	MILE	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (ALL WEATHER ELEMENT)	FIVE THOUSAND FIVE HUNDRED FORTY NINE DOLLARS AND NINETY FOUR CENTS	\$ 5,549.94	\$ 5,549.94
701-E1	62.7	MILE	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	ONE THOUSAND THREE HUNDRED THIRTY THREE DOLLARS AND THIRTY TWO CENTS	\$ 1,333.32	\$ 83,599.16
703-A	17,560	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	SIX DOLLARS AND SIXTY SEVEN CENTS	\$ 6.67	\$ 117,125.20
703-B	2,200	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	SIX DOLLARS AND SIXTY SEVEN CENTS	\$ 6.67	\$ 14,674.00
703-D	4,000	SF	TEMPORARY TRAFFIC CONTROL MARKINGS	TWO DOLLARS AND TWENTY TWO CENTS	\$ 2.22	\$ 8,880.00
705-A1	450	EA	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	SIX DOLLARS AND SIXTY SEVEN CENTS	\$ 6.67	\$ 3,001.50
705-A2	4,000	EA	PAVEMENT MARKERS, CLASS A, TYPE 2A, (WHITE OR YELLOW)	SIX DOLLARS AND SIXTY SEVEN CENTS	\$ 6.67	\$ 26,680.00
705-A3	1,600	EA	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	SIX DOLLARS AND SIXTY SEVEN CENTS	\$ 6.67	\$ 10,672.00
710-D	30	SF	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	ONE HUNDRED TWENTY DOLLARS AND THIRTY SEVEN CENTS	\$ 120.37	\$ 3,611.10
730-H	53,000	LF	LOOP WIRE	FOUR DOLLARS AND TWENTY EIGHT CENTS	\$ 4.28	\$ 226,840.00
740-A	1	LS	TRAFFIC CONTROL	TWO HUNDRED THIRTY NINE THOUSAND THREE HUNDRED TWENTY FOUR DOLLARS AND NINETY CENTS	\$ 239,324.90	\$ 239,324.90
745-A	650	hour	UNIFORMED POLICE OFFICER	FIFTY DOLLARS AND NO CENTS	\$ 50.00	\$ 32,500.00
999-R	40	EA	RUBBER RINGS FOR MANHOLES	THREE HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY NINE CENTS	\$ 388.89	\$ 15,555.60
999-T	500	LF	CLEANING TRENCH DRAIN/SLOTTED DRAINS/GRATINGS	FOURTEEN DOLLARS AND FORTY FOUR CENTS	\$ 14.44	\$ 7,220.00

999-X	1	LS	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	FIFTY THOUSAND DOLLARS AND NO CENTS	\$ 50,000.00	\$ 50,000.00
			TOTAL BID		\$	10,826,321.48
ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK COMPANY <u>H.O. Weaver & Sons, Inc.</u> SIGNATURE  DATE <u>06/21/2023</u>						

**BASE BID
2022 PAYGO RESURFACING**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-C1	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	7,754	SY	_____DOLLARS _____CENTS	
206-C2	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	915	SY	_____DOLLARS _____CENTS	
206-C3	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	110	SY	_____DOLLARS _____CENTS	
206-C4	REMOVE CONCRETE SLOPE PAVING	50	SY	_____DOLLARS _____CENTS	
206-D1	REMOVING CONCRETE VALLEY GUTTER (INCL. SAW CUTTING ALL DEPTHS)	970	LF	_____DOLLARS _____CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
206-D2	REMOVING CURB AND GUTTER (INCL. SAW CUTTING)	12,837	LF	_____ DOLLARS _____ CENTS	
206-D3	REMOVING CURB (INCL. SAW CUTTING)	298	LF	_____ DOLLARS _____ CENTS	
206-E1	REMOVING INLET LID-PARTIAL (ALL TYPES)	55	EA	_____ DOLLARS _____ CENTS	
206-E2	REMOVING INLET (TOTAL STRUTURE)	2	EA	_____ DOLLARS _____ CENTS	
206-E5	REMOVE CONCRETE INLET THROATS	22	EA	_____ DOLLARS _____ CENTS	
209-A2	MAILBOX RESET (STANDARD)	10	EA	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	300	CY	_____ DOLLARS _____ CENTS	
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	300	CY	_____ DOLLARS _____ CENTS	
214-A	STRUCTURE EXCAVATION	80	CY	_____ DOLLARS _____ CENTS	
214-B	FOUNDATION BACKFILL, COMMERCIAL	100	CY	_____ DOLLARS _____ CENTS	
260-A	FLOWABLE FILL	30	CY	_____ DOLLARS _____ CENTS	
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	200	TON	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	100	TON	_____ DOLLARS _____ CENTS	
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	485,336	SY	_____ DOLLARS _____ CENTS	
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	12,878	SY	_____ DOLLARS _____ CENTS	
408-A3	PLANING EXISTING PAVEMENT FOR DRIVEWAYS (TURNOUTS)	31,778	SY	_____ DOLLARS _____ CENTS	
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	42,055	TON	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 220 LB/SY, (INCL. TACK COAT & CLEANING GUTTERS)	500	TON	_____ DOLLARS _____ CENTS	
429-A3	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, WIDENING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. APPROX. 165LB/SY, (INCL. TACK COAT FOR DRIVEWAYS OR TIE-INS)	2,750	TON	_____ DOLLARS _____ CENTS	
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>LEVELING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	500	TON	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>PATCHING</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO. 165LB/SY, (INCL. TACK COAT)	1,000	TON	_____ DOLLARS _____ CENTS	
429-B3	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, <u>UPPER BINDER</u> , 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 110-220LB/SY, (INCL. TACK COAT)	250	TON	_____ DOLLARS _____ CENTS	
450-A	REINFORCED CONCRETE PAVEMENT, 6" THICK	110	SY	_____ DOLLARS _____ CENTS	
502-A	STEEL REINFORCEMENT	1,000	LB	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
600-A	MOBILIZATION	1	LS	_____ DOLLARS _____ CENTS	
614-B	CONCRETE SLOPE PAVING, 5" THICK	40	SY	_____ DOLLARS _____ CENTS	
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	7,454	SY	_____ DOLLARS _____ CENTS	
618-A2	CONCRETE SIDEWALK, 5" THICK (INCL. EXCAVATION)	300	SY	_____ DOLLARS _____ CENTS	
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	915	SY	_____ DOLLARS _____ CENTS	
618-D1	HANDICAP RAMP, TYPE A	442	EA	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
618-D2	HANDICAP RAMP, TYPE B	1	EA	_____ DOLLARS _____ CENTS	
618-D3	HANDICAP RAMP, TYPE C	15	EA	_____ DOLLARS _____ CENTS	
618-D4	HANDICAP RAMP, TYPE D or D MODIFIED	12	EA	_____ DOLLARS _____ CENTS	
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	524	EA	_____ DOLLARS _____ CENTS	
620-A	MINOR STRUCTURE CONCRETE	20	CY	_____ DOLLARS _____ CENTS	
621-C1	INLET, TYPE GRATE	1	EA	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
621-C3	INLET, TYPE S (All Wings)	1	EA	_____ DOLLARS _____ CENTS	
621-C4	INLET, PARTIAL (TOP- REPLACE IN-KIND)	55	EA	_____ DOLLARS _____ CENTS	
621-C5	INLET, PARTIAL (TOP - MODIFY to S-TYPE)	2	EA	_____ DOLLARS _____ CENTS	
621-C6	INLET, PARTIAL (THROAT)	22	EA	_____ DOLLARS _____ CENTS	
621-N1	REPAIR OF ROADWAY DRAIN (INLET REPAIR)	3	EA	_____ DOLLARS _____ CENTS	
621-N2	PATCHING, Up to 2", (Euclid- Speedcrete Redline)	60	SF	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
623-A	CONCRETE VALLEY GUTTER; MATCH EXISTING	970	LF	_____ DOLLARS _____ CENTS	
623-B	CONCRETE CURB (MATCH IN-KIND)	750	LF	_____ DOLLARS _____ CENTS	
623-C	COMBINATION CURB AND GUTTER	11,671	LF	_____ DOLLARS _____ CENTS	
650-A	TOPSOIL, 4" THICK (TRUCK BED MEASURE)	1,500	CY	_____ DOLLARS _____ CENTS	
652-A	SEEDING	2.0	ACRE	_____ DOLLARS _____ CENTS	
654-A	SOLID SODDING (MATCH EXISTING)	5,000	SY	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
656-A	MULCHING	2.0	ACRE	_____ DOLLARS _____ CENTS	
665-E	POLYETHYLENE	500	SY	_____ DOLLARS _____ CENTS	
665-J	SILT FENCE	200	LF	_____ DOLLARS _____ CENTS	
665-Q	WATTLES	350	LF	_____ DOLLARS _____ CENTS	
674-A	CONSTRUCTION SAFETY FENCE	100	LF	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
690-A	PROJECT SIGN (PORTABLE)	2	EA	_____ DOLLARS _____ CENTS	
701-A2	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 10" WIDE	.8	MILE	_____ DOLLARS _____ CENTS	
701-A5	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	43.1	MILE	_____ DOLLARS _____ CENTS	
701-A6	SOLID YELLOW CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	34.3	MILE	_____ DOLLARS _____ CENTS	
701-A7	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	33.1	MILE	_____ DOLLARS _____ CENTS	
701-A8	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	13.6	MILE	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
701-A9	SOLID WHITE CLASS 2, TYPE A TRAFFIC STRIPE, 5" WIDE, RADIUS RETURNS (ALL WEATHER ELEMENT)	1,000	LF	_____ DOLLARS _____ CENTS	
701-B1	DOTTED WHITE, CLASS 2, TYPE A, TRAFFIC STRIPE, 5" WIDE (WITH ALL WEATHER ELEMENT)	1.0	MILE	_____ DOLLARS _____ CENTS	
701-E1	SOLID/BROKEN TEMPORARY TRAFFIC STRIPE	62.7	MILE	_____ DOLLARS _____ CENTS	
703-A	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A (INCL HC SPACES)	17,560	SF	_____ DOLLARS _____ CENTS	
703-B	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	2,200	SF	_____ DOLLARS _____ CENTS	
703-D	TEMPORARY TRAFFIC CONTROL MARKINGS	4,000	SF	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
705-A1	PAVEMENT MARKERS, CLASS A, TYPE 2, BLUE	450	EA	_____ DOLLARS _____ CENTS	
705-A2	PAVEMENT MARKERS, CLASS A, TYPE 2A, (WHITE OR YELLOW)	4,000	EA	_____ DOLLARS _____ CENTS	
705-A3	PAVEMENT MARKERS, CLASS A, TYPE 2D, (YELLOW OR YELLOW/RED)	1,600	EA	_____ DOLLARS _____ CENTS	
710-D	HAZARD MARKER (INCL. SIGNPOST) (OM 4-1)	30	SF	_____ DOLLARS _____ CENTS	
730-H	LOOP WIRE	53,000	LF	_____ DOLLARS _____ CENTS	
740-A	TRAFFIC CONTROL	1	LS	_____ DOLLARS _____ CENTS	

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (WRITTEN IN WORDS)	CONTRACT PRICE
745-A	UNIFORMED POLICE OFFICER	650	HOUR	_____ DOLLARS _____ CENTS	
999-R	RUBBER RINGS FOR MANHOLES	40	EA	_____ DOLLARS _____ CENTS	
999-T	CLEANING TRENCH DRAIN/ SLOTTED DRAINS/GRATINGS	500	LF	_____ DOLLARS _____ CENTS	
999-X	WORK OF A SIMILAR NATURE UTILIZING BID ITEMS AND UNIT PRICES TO BE DETERMINED BY ENGINEER	1	LS	<u>FIFTY THOUSAND</u> DOLLARS ZERO CENTS	\$50,000.00
TOTAL BASE BID					

Base Bid

Total (All items listed in Proposal) 10,826,321.48

Written in words TEN MILLION, EIGHT HUNDRED TWENTY SIX THOUSAND, THREE HUNDRED TWENTY ONE DOLLARS & FORTY EIGHT CENTS

Number of working days to complete 245

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder H.O. WEAVER & SONS, INC.
(If a Corporation)

By [Signature]

President

Michael P. Weaver

Print

[Signature]

Asst. Secretary

Ken Donohue

Print

[Signature]

Treasurer

Brad Alford

Print

Business 7450 HOWELL FERRY RD.

Address MOBILE, AL 36618

Business "

Address _____

Business "

Address _____

(Corporate Seal)

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

ATTEST: [Signature]
Asst. 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 Oblige, 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 made, 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 PAYGO Resurfacing, City of Mobile Project No. 2023-3005-04.**

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 Oblige 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 21, 2023 (Date)
H.O. Weaver & Sons, Inc. By: [Signature] (Contracting Firm)
Witness as to Principal By: [Signature] (SEAL)
Western Surety Company (Name of Surety)

COUNTERSIGNED: Renee Ellis, Attorney in Fact and Alabama Resident Agent
Alabama Resident Agent By: [Signature]

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

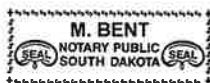
Paul T. Bruflat, Vice President

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

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 21st day of June, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige 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, eight hundred twenty-six thousand, three hundred twenty-one & 48/100 Dollars (\$ 10,826,321.48) 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 Oblige, dated August 1 2023 ²³ (hereinafter called the Contract) for 2022 PAYGO Resurfacing Project 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 1 day of August
20 23.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name) H.O. Weaver & Sons, Inc.

BY: Michael P. Weaver

(Signature)

Michael P. Weaver

(Print)

ITS: President

(Title)

ATTEST:

Lynn Stringfellow
(Signature)

Lynn Stringfellow (Print)

ITS: Witness

Western Surety Company

(Surety sign here) (Corporate name)

BY: Thomas J. Gentile

(Signature)

Thomas J. Gentile

(Print)

ITS: Attorney-in-fact

(Title)

ATTEST:

Joshua Price
(Signature)

Joshua Price (Print)

ITS: Witness

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

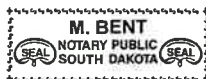
Paul T. Bruflat, Vice President

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

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 1 day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson

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 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 Street, 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, eight hundred twenty-six thousand, three hundred twenty-one & 48/100 dollars (\$ 10,826,321.48), 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 August 1, 20 ²³, entered into a Contract with the Owner for 2022 PAYGO Resurfacing Project 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 1 day of August
2023.

In the presence of:

Individual Principals sign here

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

(Corporate Name)
H.O. Weaver & Sons, Inc.

BY: Michael P. Weaver

(Signature)

Michael P. Weaver

(Print)

ITS: President

(Title)

ATTEST:

Lynn Stringfellow

(Signature)

Lynn Stringfellow (Print)

ITS: Witness

(Title)

(Surety sign here) (Corporate name)
Western Surety Company

BY: Thomas J. Gentile

(Signature)

Thomas J. Gentile

(Print)

ITS: Attorney-in-fact

(Title)

ATTEST:

Joshua Price

(Signature)

Joshua Price (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

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 1 day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige 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: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except 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. OMIT
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor'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. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering

staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept clear of streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **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 materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.

46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed 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. Inadequate cleaning of debris/milling/form boards/restoration of equipment lay down areas. Prior to demobilization of area shall result in delay of monthly progress until work is complete.

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. 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)
67. The contractor shall "NOT" perform milling or paving operations within "72 Hours" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving service.
68. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.
69. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling, he roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project,

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 1 day of August, 20 23, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and H.O. Weaver & 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 PAYGO Resurfacing

Project No: 2023-3005-04

Project Description: Street Resurfacing and related work

Major work items include: Resurfacing

City of Mobile Project Number **2023-3005-04**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 10,826,321.48) 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 2022 Pay-AS-YOU-GO. Said funds are / are not 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

(Print)

WITNESSES:

(Print)

CONTRACTOR: (IF CORPORATION)

H.B. Weaver & Sons, Inc. (Print)

BY: Michael P. Weaver

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST:

Lynn Stringfellow
ITS SECRETARY

Witness

Lynn Stringfellow (Print)

August 1 2023

DATE

Corporate Seal



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); 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. OMIT

6. OMIT

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. OMIT

10. OMIT

11. OMIT:

12. 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.

13. 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.

14. 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.

15. 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;

16. OMIT

17. 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

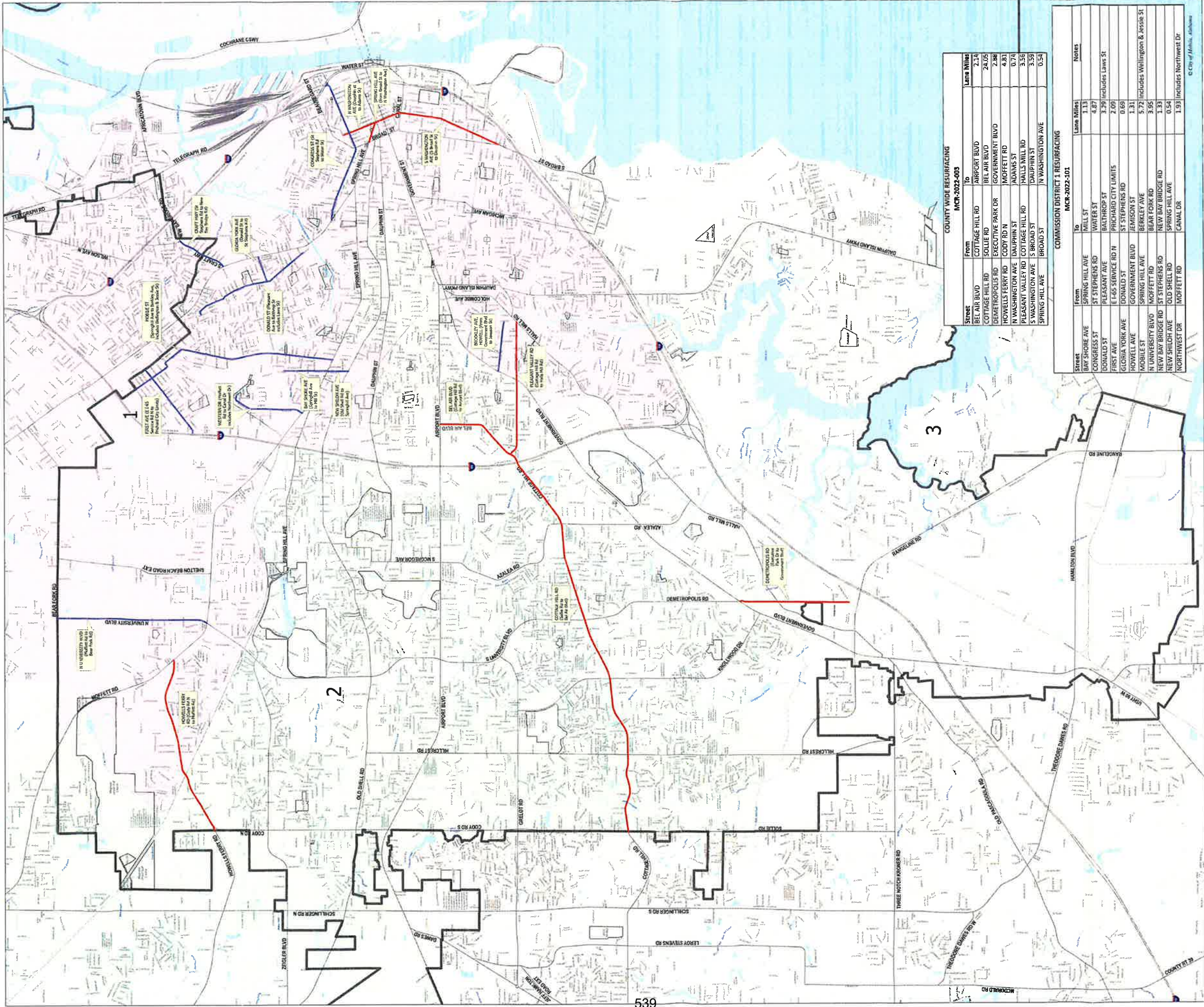
All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

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.

ATTACHMENT “A”
LOCATION



COUNTY WIDE RESURFACING			
MCR-2022-003			
Street	From	To	Lane Miles
BEL AIR BLVD	COTTAGE HILL RD	AIRPORT BLVD	2.74
COTTAGE HILL RD	SOLLIE RD	BEL AIR BLVD	24.05
DEMETROPOLIS RD	EXECUTIVE PARK DR	GOVERNMENT BLVD	2.88
HOWELLS FERRY RD	CODY RD N	MOFFETT RD	4.83
N WASHINGTON AVE	DAUPHIN ST	ADAMS ST	0.74
PLEASANT VALLEY RD	COTTAGE HILL RD	HALLS HILL RD	3.56
S WASHINGTON AVE	S BROAD ST	DAUPHIN ST	3.58
SPRING HILL AVE	BROAD ST	N WASHINGTON AVE	0.54
COMMISSION DISTRICT 1 RESURFACING			
MCR-2022-101			
Street	From	To	Lane Miles
BAY SHORE AVE	SPRING HILL AVE	MILL ST	1.13
CONGRESS ST	ST STEPHENS RD	WATER ST	4.87
DONALD ST	PLEASANT AVE	BALTHROP ST	3.29
FIRST AVE	E 1-65 SERVICE RD N	PRICHARD CITY LIMITS	2.09
GLORIA YORK AVE	DONALD ST	ST STEPHENS RD	0.69
HOWELL AVE	GOVERNMENT BLVD	JEMISON ST	1.31
MOBILE ST	SPRING HILL AVE	BERKLEY AVE	5.72
N UNIVERSITY BLVD	MOFFETT RD	BEAR FORK RD	3.95
NEW BAY BRIDGE RD	ST STEPHENS RD	NEW BAY BRIDGE RD	1.33
NEW SHILOH AVE	OLD SHELL RD	SPRING HILL AVE	0.54
NORTHWEST DR	MOFFETT RD	CANAL DR	1.93

City of Mobile 2022 - PAYGO Resurfacing County Wide (MCR-2022-003) & Commission District 1 (MCR-2022-101)

Create Date: 10/5/2022
Prepared By: City of Mobile
Contact: shlaupert@mobile.org

PAYGO Planning- Resurfacing County Commission District
1 2 3
MCR-2022-003
MCR-2022-101

Legend:
RailRoad
Stream Centerline
Mobile City Limits
Golf Courses
Developed Parks
Water



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



HOWEAVE-02

HSPEAKS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2023

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster	
	PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350	
	E-MAIL ADDRESS: afoster@turnerfirst.com	
INSURED H.O. Weaver & Sons, Inc. P. O. Box 8039 Mobile, AL 36689-0039	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Co.	16535
	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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO3757532-17	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 EMPLOYEE BENEFIT \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3757531-17	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$	X	X	UXP1041663-02	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 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		X	WC3757530-18	2/1/2023	2/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented			IMP4000515-00	2/1/2023	2/1/2024	Ded 2,500 / Limit 750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: 2022 PAYGO Resurfacing Project Number: 2023-3005-04

City of Mobile is named additional insured with respects to General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Waiver of Subrogation applies in favor of the City of Mobile as respect General Liability, Automobile Liability, Umbrella Liability, and Worker's Compensation where required by written contrac. Coverage is considered primary and non-contributory. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Engineering Department
P.O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE

ATTACHMENT “C”

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: ArchieKidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org

251.208.7957

205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	H.O. Weaver & Sons, Inc.
Address	
Telephone	7450 Highway 90, Mobile, AL 36618
E-Mail	251.342.3025 kenneth@hoseweaver.com

RFPI/RFP Solicitation Number	2023 - 3005-09
Project Description	2022 Paved Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☐ Non-minority ☒ SDVO ☒
Total # of Employees	190

Subcontractor/Major Supplier Plan submitted by:

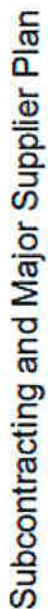
Printed Name: Ken Davidson Date: 6/21/23
 Signature: [Signature]
 Title: Asst. Secretary

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: LYNN STANGFELON Title: Contract & Operations Admin.
 Email: LYNN@HOSEWEAVER.COM Phone: 251.342.3025

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company H.O. Weaver's Sons, Inc. Your Bid/Proposal Amount \$ 10,826,321.48

Date:

6 / 21 / 2023 Description 2022 Paper Resources

Name of Bidder/Proposer: H.O. Weaver & Sons, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
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 through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract. Please indicate additional efforts you have taken to recruit and engage DBEs.

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archenique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance
DBE UTILIZATION REPORT

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:		Estimated Completion Date:					
This report is for the month of:		JAN	APR	JULY	OCT	FINAL	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$	\$				
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

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

PRINT NAME: _____

SIGNATURE: _____

(Title)

(Date)

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Michael P. Weaver (affiant) who, being duly sworn says as follows:

President/CEO of H.O. Weaver's Sons, 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 H.O. Weaver's Sons 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 H.O. Weaver's Sons is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 370599.

Michael P. Weaver
President
CEO of H.O. Weaver's Sons, Inc.

Sworn to and subscribed before me this the 21st day of June, 2023

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

Charity Duncan
Signature and Seal of Notary Public



ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2023-3005-04
PROJECT NAME 2022 PAYGO Resurfacing

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY OF MOBILE**
CITY PROJECT NO. 2023-3005-04
PROJECT NAME 2022 PAYGO Resurfacing

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:

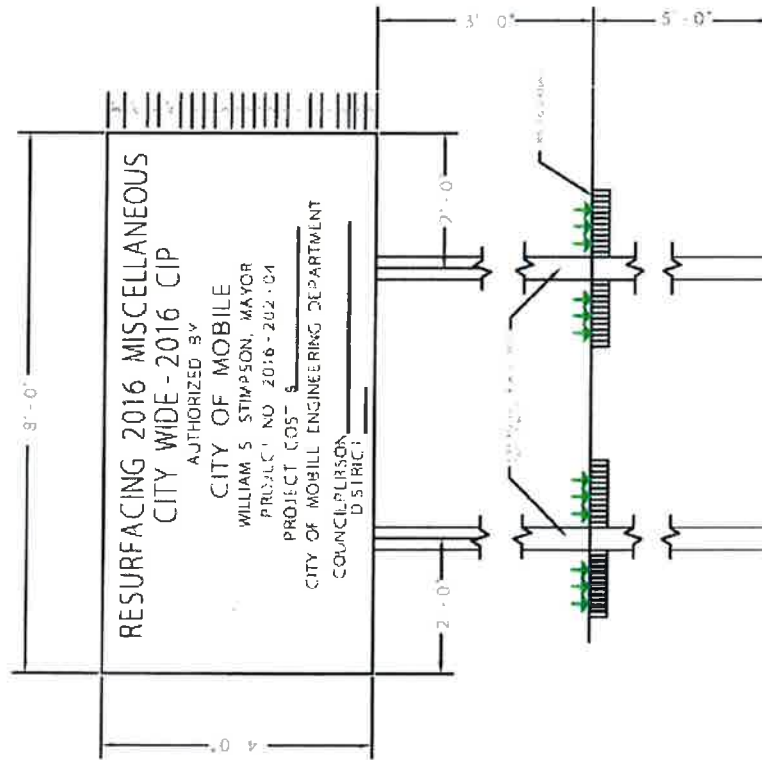
1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must 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 a period of one (1) year commencing on the date of final acceptance.
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



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

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6/21/2023

Name of Project: 2022 PAYGO Resurfacing
Project Number: 2023-3005-04

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:

\$ 190,000.-

ADDITIVE ALTERNATE #1:

\$ N/A

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 HOWELL'S FERRY RD., MOBILE, AL 36618

*By (Legal Signature) [Signature]

*Name (type or print) MICHAEL P. WEAVER (Seal)

*Title PRESIDENT

Telephone Number 251.342.3025



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, 2023 when this Certificate expires.

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

20th day of July, 2022

SECRETARY-TREASURER

CHAIRMAN

185874



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

August 1, 2023

Honorable Mayor Stimpson
Mayor, City of Mobile
205 Government St.
Mobile, AL 36602

RE: City of Mobile – 2022 PAYGO – 2023-3005-04

Dear Honorable Mayor Stimpson,

We are transmitting herewith five (5) original Contract Documents for the **2022 PAYGO**. These documents have been completed by the Contractor and we find them in order.

Please execute the "Agreement between Owner and Contractor for Construction Contract" and have attested. Please return four (4) copies to my attention and keep the fifth for your file.

Please call with any questions regarding this matter 251-544-7900 .

Sincerely,

A handwritten signature in blue ink, which appears to read 'Stephen Delahunty', is written over the word 'Sincerely,'.

Stephen Delahunty, PE

Enclosures



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract with Waste Pro of Alabama Inc for residential garbage and trash services in the newly annexed areas of the City.

Amount of Contract:

NTE \$1,200,000.00 per year

Funding Source

Project #

Project String 10042090-42060

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20230817 Waste Pro Agenda Package	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/17/2023 - 1:47 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:27 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:28 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:06 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.*

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Waste Pro of Alabama, Inc., for three years, for an amount not to exceed \$1,200,000.00 per year, to provide residential garbage and trash services, 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

Service Contracts over \$15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Residential Garbage and Trash Services

AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2023, ("Effective Date") by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, Waste Pro of Alabama, 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**, City of Mobile Request for Bids 5828, and Provider's bid proposal and documentation, which are attached to this Agreement and incorporated by reference herein. Should the terms of this Agreement conflict with the terms of the Exhibit, the terms in the Agreement will prevail.

ARTICLE 2. Term. The term of this Agreement shall commence upon the Effective Date and shall run for a term of three years, unless earlier terminated as provided below. The City may terminate the contract for any reason upon 60-day notice to Provider. City will retain ownership of all City assets, including garbage carts, City provides for use of Provider upon termination of the contract. 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 3. Breach of Contract: Provider agrees that efficient, effective, reliable service for citizen residential trash and garbage collection is a key performance requirement of this Agreement. Provider shall be considered to be in breach of this agreement if Provider fails to provide this service as described in Exhibit A, or fails to be responsive to City service direction. Such a determination shall be in the sole discretion and determination of the

City. In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City, after notice and 30-day opportunity to cure, has the right to immediately 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. 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. 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:

- 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 - \$500,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$1,000,000 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 - \$500,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$1,000,000 per occurrence
- c. Statutory Workers Compensation Insurance.
- d. 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 5. Performance Bond: Provider shall furnish to the City within 10 calendar days after execution of this agreement a Performance Bond guaranteeing faithful performance of the contract in a form, and from a surety, acceptable to the City. The penal sum of the Performance Bond shall be the value of approximately two months of service pricing. For purposes of this agreement the bond amount will be \$14.13 per month for 6,658 customers, for two months, at a total amount of \$188,155.00. Premiums for the Performance Bond shall be paid by Provider. The Performance Bond shall be in effect 10 Calendar Days after this contract is signed by City and shall expire on completion of Work under this contract.

ARTICLE 6. 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 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 7. 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 8. 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 9. 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.

ARTICLE 10. 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 11. 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 12. Invoicing and Method of Payment: Provider shall invoice

City monthly at the end of the month for services provided that month. Invoices shall state the number residences served for trash and garbage services, and the unit and extended rates for service. Standard unit pricing will be \$9.89 per month, per pick-up residence, for weekly garbage service and \$4.24 per month, per pick-up residence, for every other week trash service. Pricing presumes that no more than 1% of service customers will require door-to-door services, and not more than 10% of service customers will require two-cart services. Should additional customers require these services, City and Provider will agree on a rate adjustment for the additional service time required. City will review, approve, and issue payment for approved invoices within 30 days of receipt of Provider invoice. Additional services, to include more frequent scheduled service, may be provided and invoiced by Provider only upon written agreement and tasking of such specific services and rates by the Director of Public Services or his representative. City and Provider will mutually agree to the number of residences served at the beginning of contract performance, which number may be adjusted upon mutual agreement in writing by the Director of Public Services or his representative and Provider. Provider shall document any such adjustments with the Invoice. City may request Provider to make additional service reports to accompany invoices or at other reasonable times, to include tip visit dates, times, locations, and volumes, customer feedback, or route and service notes or adjustments. City will provide a contact address for submission of invoice and agrees to timely review and processing for payment.

ARTICLE 13. Notice: Notice from the City to Provider shall be mailed to the following address:

Waste Pro of Alabama, Inc.
31020 Jesse Road
Spanish Fort, AL 36527

Notice to the City shall be addressed to:

City Attorney, City of Mobile
205 Government Street,
Mobile, AL 36602.

ARTICLE 14. 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 15. Compliance with Alabama Immigration Law: The

contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycott: 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 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, Waste Pro of Alabama, Inc.

E. Ralph Mills, Its SENIOR VP (title)

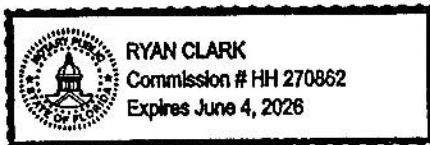
On behalf of WASTE PRO OF ALABAMA, INC

AUGUST 17, 2023 Date

State of Florida

Leon County

I, Ryan Clark, a Notary public in and for said County, in said State, hereby certify that Earnest Ralph Mills Jr, whose name as Senior VP of Waste Pro of Alabama, Inc, a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Senior VP (corporate title) as aforesaid. Given under my hand this the 17 day of August, 2023.



R Clark
Notary Public
My Commission expires on: 6/4/26

CITY,

William S. Stimpson, Mayor

Date

ATTEST:

City Clerk

Date

- Exhibits** **A** City of Mobile RFB 5828 and Provider Bid Response
 B Provider Insurance

EXHIBIT A

City of Mobile Request for Bids 5828 And Provider Bid Response

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

**Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644**

Postal Service Does Not Deliver to This Street Address

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

Typed by: en

Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/20/2023	5828	Public Works	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, August 10, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately 6,658 homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by 12:01 pm, August 10, 2023, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4th Floor, Room S-408, Mobile, AL 36644. The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023. Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas. City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page_____ of _____

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CITY OF MOBILE BID
RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.
3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.
4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.
5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.
6. Contractor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.
7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.
8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.
9. Contractor will be required to not 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.
10. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. locations: Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units of less within the designated service area. The total approximate number of individual residences is **6,658**. The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is \$10 for that month, Contractor's prorated amount per visit is \$5, and Contract may charge an additional \$15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the

discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

E. BID SELECTION PROCESS

1. **Selection.** City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.
2. City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.
3. City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.
4. **Contract.** City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.
5. **Performance.** City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service \$_____per month, per pickup Customer

Every-Other-Week Trash Service \$_____per month, per pickup Customer

Total Garbage & Trash(sum of above) \$_____per month, per pickup Customer

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) \$_____per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) \$_____per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) \$_____per month, per pickup Customer

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

Printed legal name of Bidder Entity

Name and Title of Signer

Signature

Date

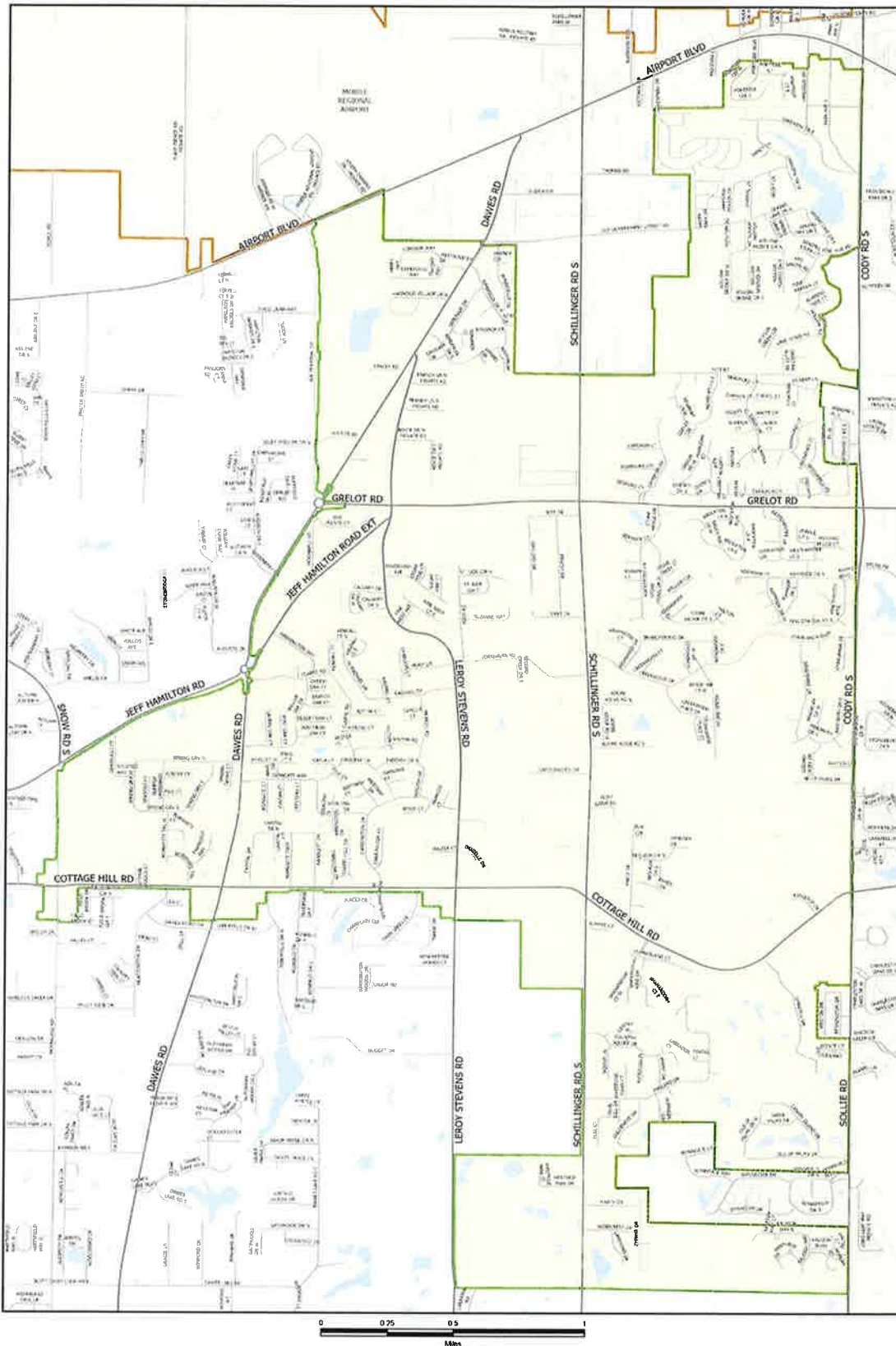
EXHIBIT A

AREA MAPS

Area
Mobile Corporate Limits



Print Date: 5/1/2023



SERVICE AREA 1 Cottage Hill Service Customers = 5,000 + 448 mobile homes
Page 2 of 4







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)



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB 5828
Residential Garbage and Trash
Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. How many door-to-door (backdoor services) customers are there now?

Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

Answer: The City holiday schedule can be found at this link:
<https://www.cityofmobile.org/holiday-schedules>.

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, \$1,000,000.00 commercial general liability, \$1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

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13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.



City of Mobile, Alabama
Purchasing Department
Government Plaza
205 Government St.
South Tower, Purchasing Dept.
4th Floor, Room S-408
Mobile, Alabama 36644

Re: Request for Bid. Residential Garbage and Trash Collection Services.

Purchasing,

Waste Pro of Alabama, Inc. (hereafter referred to as Waste Pro) is a privately held Alabama Corporation. We are pleased to have the opportunity to provide the enclosed proposal for the above-mentioned Request for Bid. We have examined the bid package, and as **we are a current service provider in all three (3) of the listed service areas in the Request for Bid.** We are uniquely prepared to continue and expand our services to the City of Mobile, Al. We understand the scope of services required and are pleased to offer our continued experienced services to the new residents of The City of Mobile.

Waste Pro knows and understands the complexity of The City of Mobile. Knowing the City and Mobile County like we do, we are prepared to cover the needs of The City, as well as its projected growth. We take great pride in what we do. It is important to us to begin the new agreement being able to provide the service, that the new residents of The City of Mobile desire.

As you review our proposal, I feel confident that Waste Pro is uniquely qualified to handle the collection service requirements. Municipal contracts are our area of expertise; this is our bread and butter. We have enclosed a list of municipalities we serve, in and around Mobile County. We encourage you to contact these municipalities and ask their opinion of Waste Pro. Nobody tells our story better than our customers.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. We are currently providing service to over 500 Cities and 300 Counties in exclusive or non-exclusive franchises or in open markets. We are financially strong and ready to continue our services to the residents of The City of Mobile.

Waste Pro understands the importance of having a local presence. As we are doing now, customer calls will be answered locally by a real person not an automated attendant. This resulting in a quicker response time. Our in-field management will be on site and in the City daily ensuring that all routes are being completed as well as to address any customer service needs.



Another big area of concern we always face is "The Transition". Having serviced residents in Mobile County for over five (5) years and in the local area since 2011. we are aware of the issues that present themselves, from densely populated communities to customers in rural areas.

Waste Pro warrants that the requirements of this project, as described in the Request for Bid, its enclosures and all addenda have been reviewed. If awarded, Waste Pro intends to provide the services requested in the Request for Bid, in compliance with the terms of the Agreement, for the rates (prices) submitted in the enclosed proposal.

We look forward to a new partnership with the City and to providing your residences with the services that are the "Distinguishable Difference."

Best Regards,

E. Ralph Mills
Senior Vice President
Waste Pro of Florida, Inc.
rmills@wasteprousa.com 850-210-2237

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service \$ 9.86 per month, per pickup Customer

Every-Other-Week Trash Service \$ 4.22 per month, per pickup Customer

Total Garbage & Trash(sum of above) \$ 14.08 per month, per pickup Customer

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) \$ 9.89 per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) \$ 4.24 per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) \$ 14.13 per month, per pickup Customer

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

This Price Bid Form is hereby submitted by the undersigned

WASTE PRO OF ALABAMA INC.
Printed legal name of Bidder Entity

E. Ralph Mills Sr. Vice-President
Name and Title of Signer

E. Ralph Mills
Signature

Aug 10, 2023
Date

Door to door and additional 2nd carts:

Prior to the contract start date, Waste Pro would like to discuss and finalize the process.



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB 5828
Residential Garbage and Trash
Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. How many door-to-door (backdoor services) customers are there now?

Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

Answer: The City holiday schedule can be found at this link:
<https://www.cityofmobile.org/holiday-schedules>.

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, \$1,000,000.00 commercial general liability, \$1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.

POWER OF ATTORNEY

This Power of Attorney made this 31st day of July 2023, I, Sean M. Jennings, President and CEO of Waste Pro of Alabama, Inc., hereby appoint, Ralph Mills, Senior Vice President, to do, bind, and execute the following on behalf of Waste Pro of Alabama, Inc.

1. Execute, bid, and deliver any documents related to the City of Mobile, Alabama Request For Bids No. 5828, for Residential Garbage and Trash Collection Services, including any addendums.
2. This Power of Attorney is intended to grant broad powers to Ralph Mills to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Alabama, Inc.

Sean Jennings

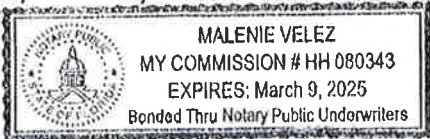
SIGNATURE of Sean M. Jennings
President and CEO of Waste Pro of Alabama, Inc.

STATE OF ALABAMA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 31st day of July 2023, by Sean M. Jennings, CEO and President of Waste Pro of Alabama, Inc.

Malenie Velez
(Signatory of Notary Public – State of Alabama)



(Name of Notary Public)

Personally Known X or produced Identification _____ Type of
Identification Produced _____



CITY OF CREOLA

Since 1978

MAYOR

Donald Nelson

ADMIN. ASST

Marcy Brown

CITY CLERK

Brandy Davis

CITY COUNCIL

Kendal Hadaway

Cody Chambliss

Wendy Lynch

Harold Farmer

Mark Howell

MAGISTRATES

Linda Hoiles

Christie Bryant

August 8, 2023

To Whom It May Concern:

The City of Creola has worked with Waste Pro for the past three (3) years. They currently provide a once weekly household waste, bulk waste, and yard waste collection in our city which consists of approximately 642 homes and is growing every day.

Our city has been very satisfied with the performance under the contract and Waste Pro is quick to respond when we have any concerns. The representatives and staff are polite and professional and have worked with us on every level to resolve any issues that may arise.

If you have any questions or comments, please feel free to contact me at 251-675-8142.

Sincerely,

Marcy Brown

City Clerk

HOWARD RUBENSTEIN, Mayor

Council Members

JOE McDONALD, President
NEWTON CROMER, Vice President
WAYNE BIGGS
NATALIE MOYE
VERONICA HUDSON



JUDI BOWDEN SMITH
City Clerk/Treasurer
(251) 675-5103 • FAX (251) 679-5560
943 SARALAND BOULEVARD SOUTH
SARALAND, ALABAMA 36571

ANDREW J. RUTENS, Attorney
P. O. BOX 16629
MOBILE, ALABAMA 36615
(251) 476-4493

August 4, 2023

To Whom It May Concern:

The City of Saraland has had the privilege of working with Waste Pro, USA for a year and a half. We are currently on a three-year contract with the company. The conversion from our previous vendor to Waste Pro was handled in a quick and efficient manner.

During the RFP process, Waste Pro presented a competitive package with rates that we found to be reasonable. They have worked with us on various aspects of the services outlined. During our time with Waste Pro, we find the company to be a wonderful asset to the City's services provided to our residents.

The personnel that we interact with are always professional and eager to assist in any way possible. They have provided us with an in-house customer service representative, which has proven to be very beneficial to us as well as our residents.

It is my pleasure to recommend Waste Pro, USA to any municipality. Please feel free to contact me if you have any questions or comments.

Sincerely,

Howard Rubenstein, Mayor

TOWN OF MOUNT VERNON

"Heart of the Mobile River Basin"

MAYOR

Eric Peoples

TOWN CLERK

Jacqueline A. Niles

TOWN ATTORNEY

Jay Ross



COUNCIL MEMBERS

B. Charlene Coleman

District 1

William Grant, Jr.

District 2

Derico Austin

District 3

Marcellious Jones

District 4

James O. May

District 5

August 1, 2023

To Whom It May Concern:

The Town of Mount Vernon has worked with Waste Pro for the past 2 years. They currently provide once weekly household waste and once monthly bulk waste and yard waste collection in the Town of Moun Vernon which consist of approximately 700 homes.

The Town has been extremely pleased with the performance under the contract and very pleased with their performance.

The representatives and staff are extremely professional and concerned with our needs. Communication is the key to our successful relationship and our Public Service Supervisor is in constant contact with their office and keeps us up to date.

If you have any questions or concerns, please contact our office at 251-829-6632.

Sincerely,

Eric L. Peoples

Mayor



Company Qualifications

Operations

Residential Garbage and Trash Collection Services



The City of Mobile, Alabama

A. Contractor Qualifications

1. Waste Pro possesses the managerial and financial capacities to perform all phases of the work called for in the Scope of Work with the City of Mobile.
2. Waste Pro holds licenses in Mobile County allowing the collection and transportation of solid waste. Should there be additional required licenses, Waste Pro will obtain those as well.
3. Waste Pro possesses the required 5+ years of experience in municipal soled waste and trash collection services.
4. Waste Pro has identified a location in Mobile County and will be operating from this facility to conduct The City of Mobiles solid waste collection.
5. Waste Pro will obtain the required performance bond equal to the amount of two months of service to the City.
6. Waste Pro has the capacity to of perform the work requirements of the bid.
7. Waste Pro will indemnify the City and carry the City as an additional insured in an amount acceptable to the city of Mobile.
8. Waste Pro is currently complying with all E-Verify requirements in the state of Alabama.
9. Waste Pro will not engage I 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.
10. Waste Pro complies with all requirements under the City of Mobile ordinance No. 14-034.



B. Performance and Scope of Work

Waste Pro possesses the managerial and financial capacities to perform all phases of the work called for in the Scope of Work with the City of Mobile.

- a. Waste Pro will provide the services in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment. Waste Pro vehicles will be suitable for use in proximity of and in tight and confined areas. Waste Pro understands that we are a reflection of the City and will conduct ourselves cautiously and professionally. Waste Pro understands that the City will approve uniforms and markings.
- b. Waste Pro's Division Manager, Jordan Scott will be the point of contact for all operational communication with the City.
- c. All spillage or loss of debris will be immediately cleaned up or picked up with significant events reported to the City.
- d. Services will be provided only to single family residents and multi-family residents of four (4) units or less. The total individual residences being **6,658**. Waste Pro understands that the City will provide the specific service stops, which may be updated as necessary by mutual consent.
- e. Waste Pro will collect garbage left by resident in City-provided and marked 96-gallon carts at an accessible curbside location. Only emptying up to two (2) carts at each residence.
- f. Waste Pro will provide door-to-door cart services for residences specified by the City, which includes retrieval of full cart from an accessible position adjacent to the residential structure, then returned to its original location.
- g. Waste Pro will refrain from providing services to customers with non-compliant waste that fails to adhere to the following rules.
 - (1) Household garbage. Contents must fit in the provided garbage cart. Content should not include construction materials, metal, concrete, sod, sand, dirt

rocks and plaster, and should not contain hazardous waste, hot ashes flammable products, chemical products, liquid paint, toxic materials, auto parts, batteries or dead animals.

- (2) Trash service. Contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two (2) cubic yards.
- h. Waste pro will refer all customer requested service increases to the City, allowing for a resolution and City follow-up communication and scheduling with the customer for City crew service.
- i. Waste Pro will courteously receive customer complaints or claims. We will also work with the customer on issues that can be resolved immediately. All other issues will be referred to the City.

3) Route Planning and Management

Waste Pro will provide collection of once-a-week residential garbage with the most effective and efficient routes available, alongside every-other-week residential trash service.

- a. Waste pro will immediately notify the City of any deviations from the scheduled route service.
- b. Scheduled route service will occur between the hours of 6:00am and 5:00pm, Tuesday through Friday. Monday and Saturday service may be used as a backup/makeup service day when necessary and approved by the City.
- c. Waste Pro will observe the Holidays currently observed by the City.
- d. Waste Pro will use the City's current workorder system (Nexgen)
- e. Waste Pro's fleet vehicles are constructed to be safe and are equipped with **3rd EYE GPS tracking system, communication networks, and a closed circuit camera system** that has five (5) cameras with video and audio. This provides

“breadcrumb” trails to ensure all streets are serviced. These technological advances far exceed industry standards.

- f. Waste pro understands that the City may require additional services and that these services will be performed at an agreed upon rate.
- g. Waste pro understands that the City may require more frequent route service on any or all scheduled routes. These more frequent route services will be paid on a prorated basis.

4) Reports

Waste Pro reporting will be in a mutually agreed upon schedule and format, including the following reports.

- a. Disposal Site visits and amounts
- b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.
- c. Damages caused by operation, including claims, reports, diagrams, photos, settlements, or amounts.
- d. Significant issues, mishaps or customer complaints.

5) City Obligations

The City of Mobile supplied items.

- a. Point of contact for Waste Pro Management to communicate performance issues to.
- b. Purchase and deployment of 96-gallon carts to all residents.
- c. List of residents to be collected to include door to door and multi-cart residents.
- d. Deployment of additional and replacement carts.
- e. Disposal fees and locations. The City will pay for all disposal fees, directly to the disposal site.



- f. All customer notifications regarding service holidays, service and schedule changes.
- g. A 311-customer reporting system for service requests, comments and complaints, and a work-order software system for communicating tasking.
- h. Tasking of Waste Pro for any service issues or changes.



Company Qualifications

Experience

Residential Garbage

and

Trash Collection Services

The City of Mobile, AL.

Documentation of Experience and Qualifications

Waste Pro has been in business since 2001 and incorporated in the state of Alabama in 2009. We offer Residential, Commercial & Industrial waste collection services. We have received and examined the Request For Bid along with any addendums. Our proposal is in all respects fair and in good faith without collusion or fraud. We are prepared to begin the work requested.





Point of Contact:

Bid process contact: Loyd Childree, Dir. Governmental Affairs. lchildree@wasteprousa.com
(850)-544-2226

Management Contact: Jordan Scott, Division Manager joscott@wasteprousa.com
(228) 623-128031020 Jessie Rd. Spanish Fort, Al. 36527

Project Team:

Waste Pro currently employs over 300 full time employees in the Coastal Region area and over 4000 full time employees in the southeast.

DIVISION MANAGER - Jordan Scott, with 10+ years of solid waste experience. Joran has primary responsibility for support, accounting and operational procedures at the division. This position is accountable for the growth and development of the division's revenue, the success and development of the division staff, and the end of the line manager for all functions at the division level. This manager will build rapport and interact with both internal and external customers including employees, individual residents, and municipal staff. This position is responsible for developing the budget and objectives to be accomplished for each year.

OFFICE MANAGER - Steven Harris with 10+ years with Waste Pro. Steven is responsible for the day to day administrative, customer service, and accounting functions within the office. Supervision of billing clerks, collections department, customer service department, payables and payroll/HR functions as required. The Office Manager will be responsible for assisting the Regional Staff, the Division Manager, the Operations Manager and the Sales Manager to complete all reporting requirements.

OPERATIONS MANAGER - Doug Wilder with 10+ years of solid waste experience. Doug has primary responsibility for providing oversight, coordination, supervision, planning, administration, training and logistical support to our facilities. Work effort weighs heavily on the safe and successful collection, transportation and disposal of residential/commercial solid waste and recyclables.

Experience

1. Waste Pro of Alabama Inc. has been providing service in Alabama since 2009, from Birmingham to the Gulf Coast. Waste Pro of Alabama's incorporation on August 19, 2009, has been in place and in good standing since then. Waste Pro's consistent growth in

residential and commercial solid waste hauling services in Alabama is an unmistakable validation of our **"Caring for Our Communities"** approach to business.

2. Waste Pro has been part of local communities for over ten (10) years. We have offices located in Spanish Fort Alabama, Milton Florida, Panama City Beach, Florida and Gautier Mississippi to name a few. We have the capabilities to provide the services specified in this Request for Bid. Waste Pro's **IN MARKET** office in Spanish Fort has provided subscription services to 2000+ residential customers since 2011 in both Mobile and Baldwin County. Service level of one (1) time per week garbage service with Trash on an as needed basis. Waste Pro has located a local office in Mobile County and will utilize this property for this project. This will be a temporary until we locate our final location within the County.
- More recently, Waste Pro Spanish Fort office added Municipal contacts:
 - a. Citronelle, Al.
 - b. Creola, Al.
 - c. Saraland, Al.
 - d. Spanish Fort Al.
 - e. Mount Vernon, Al.

As well as service in all three (3) of the mapped areas described in the Request for Bid. These municipalities have service levels ranging from one (1) time per week garbage only, to one (1) time per week garbage with recycle, yard waste and bulky items

- Waste Pro's office in Milton has serviced the Santa Rosa County Fl. area since April of 2011. Moving from 8000 homes to 22,000 in 2018 with the addition of Navarre Beach. Additionally growing to 25,700 homes. In January of 2021 Waste Pro's Milton Office added 20,000+ homes to our service area in North Santa Rosa County.

To the west, serviced from our office in Gautier Mississippi.

- The City of Pascagoula, 2012-present, 6,600 homes, One (1) time per week Garbage with Recycle and bulk.
- City of Gautier, 2013-present, 6,500 homes, One (1) time per week Garbage with Recycle and bulk.
- City of Ocean Springs, 2012-present, 6,750 homes, One (1) time per week Garbage and Recycle.
- City of Gulfport, 2012-present, 25,000 homes, two (2) time per week garbage with Recycle every other week.
- City of Petal, 2013-present, 4,200 homes, two (2) time per week Garbage with Recycle bulk one (1) time per week.
- Forrest County, 2013-present, 7,500 homes, One (1) time per week Garbage.



Our providing these services to these entities is a testament to our experience and technical qualifications in solid waste collection.

3. Equipment

Waste Pro has local inventories and currently operate over 3,000 vehicles in our footprint. We have truck specifications that are above the industry standard for safety and reliability, that is why Waste Pro is “the distinguishable difference” and will provide the residents in the City “world class” service.

Waste Pro’s fleet vehicles are constructed to be safe and are equipped with a **3rd EYE GPS tracking system**, communication networks, and a **closed-circuit camera system** that has five (5) cameras with video and audio. This provides “breadcrumb” trails to ensure all streets are serviced. These technological advances far exceed industry standards. Each truck has an easily identifiable environmentally themed color scheme with customized signage to represent local themes and are **marked with their own identification numbers**.

Waste Pro has a team of qualified, experienced collection drivers that pride themselves on safety and customer service.

We will use Automated Side Load “ASL’s” to collect and dispose of properly containerized household solid waste materials curbside at each residence. ASL Vehicles are very maneuverable and designed to operate in both urban and suburban areas. Rear-Load vehicles will be used for the yard waste portion of the trash service requirement. Rear-Load vehicles are more robust with fewer moving parts making them more reliable. Waste Pro will also use a boom/clam truck for bulky items of the trash service, such as home furniture and bedding. All solid waste will be transported to an approved disposal facility. Waste Pro will provide all of the equipment, materials and personnel needed to perform these services for the City.

Waste Pro has identified and will provide two (2) Automated Side loading (ASL) trucks to support the garbage collection service for the City of Mobile. one (1) like new Rear-Load truck to support the yard waste portion of the trash and one (1) Boom/Clam Truck for the Bulk items.

Utilizing two ASL's gives us eight route days to pick up, based on this we will average providing service to approximately 825 homes per route per day. Our REL truck will run ten route days. Based on the home count, the REL truck will pass by/service approximately 660 homes per day. Rear load trucks are very efficient when picking up small piles of debris. If two cubic yards of trash is identified, our clam truck will be utilized to pick up these types of piles. Two cubic yard limits will be serviced and the City will be sent a list of larger piles exceeding your limits that can be utilized for you to charge as needed. As noted, if piles are slightly over two cubic yards Waste Pro will pick these up.

1. Mack "New Way" Automated Side Loader #LR613
2. Mack "McNeilus" Automated Side Loader #LR42
3. Load master "Hino" Rear Loader #J08E
4. Freightliner "Pac Mac" Boom/clam

4. Collection and Performance Plan

Day to Day Operations



Our workday actually starts the day before. The dispatch function is very critical to success. The final dispatch process of the day is to ensure that all route sheets, maps, and route cover sheets are printed and put out for our drivers for the next day (including any customer communication about particular needs that will be performed the next day). Supervisors are scheduled to come in one hour before the City's designated start time. This allows them time to pull any messages from the night before and make any necessary emergency or critical changes to the daily



plan. Drivers are scheduled to come in one half hour before their designated start time to allow them time to review paperwork and do a pre-trip inspection of their truck before they leave the yard.

Route supervisors are required to do weekly route observations, ensuring that our route staff is picking up customers in a safe and efficient manner. Supervisors also check the quality of the work that our personnel perform. **Carts need to be dumped completely and properly returned curbside.** In the case of missed pickups or any other call that comes in requiring immediate attention, the CSR will notify the supervisor immediately, he or she will investigate the matter and collect all valid missed waste usually the same day, but if not able to, within a 24-hour period.

Any driver not performing up to our standards will be coached on the proper way to service our customers. Route observations are key in documenting good work habits and are a tool to mentor employees to be the best that they can be.

When drivers are finished completing their routes, they call dispatch to see if there are any issues to be corrected before they come back. We have found this is a great tool to take care of customer complaints on the same day. By doing this, we ensure that no driver leaves a route with an unresolved issue. Once the driver gets the “all clear” from dispatch they then go to the landfill to dump their load.

Disposal procedures are put in place to ensure that we are complying with all rules and regulations of the facilities that we utilize. We will review these procedures with the disposal facility to ensure that we are following the rules in place. We do this because disposal operations in general tend to be very dangerous. We want to ensure that our employees are doing this important phase of the operation correctly.

When the drivers are back at the facility, they go to dispatch and turn in daily paperwork. This is a time when they can communicate anything out of the ordinary to dispatch.

A critical and required part of completing the day is our driver post trip check in lane. All drivers are required by DOT to do post trip inspections. Mechanics stationed at the post trip lanes ensure that the driver can communicate equipment issues. Vehicle condition reports are generated after the post trip procedure and turned in to maintenance daily for repairs.



The key to our success is day to day planning. By having everyone understand and like their job, we ensure that all our employees can do their jobs in a safe efficient manner without service interruptions to our customers.

Collection Routes

Waste Pro will provide collection of residential solid waste with the most effective and efficient routes available. Our collection will be within the guidelines of the Request for Bid, not to begin before 6:00 a.m. and to finish by 5:00 p.m. Tuesday through Friday (except when coordinated with the Mayor's office). We will also provide special ADA 'door to door' collection services to those residents who have a disability.

Processing Facilities

Waste Pro will transport the collected solid waste from the City of Mobile to an ADEM approved facility. Garbage will be disposed at the Waste Management Transfer Station located at 4770 Hamilton Blvd. Theodore, Al. Trash will be disposed at Dirt Inc. Landfill at 8081 Cottage Hill Rd, Mobile Al.

If at any time during the contract it becomes more beneficial for either Waste Pro or the City to utilize different processing facilities, then Waste Pro will discuss any changes with the City.

Communication Plan

Waste Pro recognizes that communication is key for a program to be successful. Waste Pro will communicate regularly with the City staff and residents in person, on the telephone, via e-mail, and through informational brochures and local media. Waste Pro understands the needs of the City's residents and our trained customer service representatives will answer questions and assist them if we are awarded the contract. We understand the residents expect dependable collection services and that the community desires a clean and attractive place to live and work.

Unlike many of our competitors, **Waste Pro does not use automated call centers or pre-recorded phone messages.** Waste Pro is consistently recognized for doing 'whatever it takes' to serve its

customers. By providing quality service, we receive significantly fewer customer complaints than our competitors, which is a powerful competitive advantage when sourcing new contracts.



Safety Plan

Safety is one of the cornerstones of Waste Pro's operations. The solid waste industry is one of the most dangerous industries in the United States. Waste Pro's senior management places a strong emphasis on safety in every aspect of the Company's operations. We offer our drivers and helpers safety bonuses unlike any other company in this industry. We give \$5,000.00 and \$10,000.00 bonuses when the helpers or drivers meet their safety goals (we have even had some drivers get 4 of the \$10,000.00 bonuses).

The safety managers are responsible for tracking and implementing all new and existing DOT requirements. As previously stated, our entire fleet is serviced daily and equipped with industry leading

safety controls. Our workers' compensation score is below the industry average which provides us with a discount on our workers' compensation insurance. Safety incentives to our drivers is instrumental in keeping insurance and maintenance costs low, and significantly reduces downtime, accidents and excessive vehicle wear.



Emergency Back-up System

Waste Pro offers services in nine (9) states for 265+ exclusive City and County franchises, providing services to over 2,000,000 residences and over 35,000 businesses. With such a large 'family business' we can back each other up, not only at local levels, but regionally. With a fleet of over 3,000 vehicles, we have the ability to assist if one division gets hit with emergencies or situations beyond local controls.

We have the availability of many sites to assist us in the form of personnel and equipment when there is a need to guarantee efficiency levels be maintained city-wide. Just as we have been the 'back up' for other cities and counties while not taking away anything from the cities we were serving, we have a variety of avenues to pull from if the need arises, to guarantee the high level of service that the City of Mobile deserves from Waste Pro.



Transition Plan

Waste Pro has performed over one hundred (100) transitions in the Southeastern US within the last ten (10) years.

One of the primary reasons that we have grown so extensively and the reason we can successfully meet this deadline is our attention to detail during the process of start-up. Our dedicated startup team has taken on huge projects. We take the worry out of transitioning from one company or self-servicing to our service. We take the time to plan the process, regardless of the size of the community that we will be servicing.

Should Waste Pro be awarded the contract, we will begin working immediately. We have a corporate transition team that will be mobilized to work along with our local staff to coordinate and ensure a very smooth transition. This team includes members from operations, safety, maintenance, procurement, legal, human resources, IT, and accounting. All facets of the start-up are accounted for. A project timeline is established, and meetings will occur at the local Division level with frequencies increasing as the start date nears.

Training Program

Our success is based on hiring the best people available. All employees are screened properly. This includes background checks, MVR checks for drivers, and drug and alcohol testing.

We take a lot of pride in our fleet. The only way to keep the trucks in good shape is to get proper input from our drivers. They will receive and then continue their training on safety, filling out maintenance reports as well as operational paperwork, minimizing missed pickups and proper customer service interactions.

Our goal is zero missed pickups during the week. This can be accomplished by documenting problems that we encounter on the route and communicating this to dispatch. Drivers will continue to be trained on proper radio communications to ensure a smooth flow between dispatch and routes. Our drivers will continue to receive a route sheet that details each daily service area. This is important because it allows our personnel time to give us feedback on specific problems that they encountered



such as streets with nowhere to turn around, etc... Training on key safety issues that need to be addressed while they are on their routes and performing their duties are reinforced.

All our customer service representatives (CSRs) are put through comprehensive training and orientations letting them know company policies and procedures. They are taught the Waste Pro Way and what is expected of them professionally and with regard to customer service. Real people will answer the phone; we do not believe in automated attendants. The CSRs servicing the residents of the City of Mobile will be trained as to the specific service requirements of the contract.

Our motto is 'Caring for Our Communities' and this is exemplified throughout our entire organization, from the customer service representatives taking calls to the drivers keeping everyone safe on the streets to our corporate support staff ensuring everyone has all the necessary tools to do so. We are part of our communities and pride ourselves on our "world class" service.

5. Subcontractors

Waste Pro does not intend to use subcontractors, but because of the sensitivity of hauler displacement, we are not ruling it out. If we decide to utilize other haulers, the City will be notified ahead of time, and we will work as the primary contractor. All calls, misses, etc., will flow through our office where it will be our responsibility to take care of any issues.

6. Other Qualifications and Certifications

- a. Waste Pro has one of the only industry started and Certified CDL driver training schools. Waste Pro trains new and existing helpers to increase their skills and achieve a CDL license.
- b. 5 star google ratings.
- c. Good Standing in both Alabama and Florida.

FAST FACTS

WASTE PRO USA

Fastest growing privately-owned solid waste company in the Southeastern United States. Founded in 2001 by Board Chairman John Jennings, a second-generation legend in the business. In 2014, his son Sean Jennings joined Waste Pro and became President of the company in 2018. He assumed the role of CEO in 2020.

We are the fourth largest privately-owned company in Central Florida where we are headquartered. Waste Pro is the only company in the United States with a Historical Garbage Truck Museum that has been recognized worldwide.

GARBAGE TRUCK MUSEUM

The world's ONLY garbage truck museum located in Sanford, FL with trucks dated as far back as 1926. Two trucks on display were used in the 2016 film Fences.

SAFETY AWARDS

\$10K for drivers and \$5K for helpers who go 3+ years without at-fault accident, injury, or property damage. To date approximately \$7.4 million has been awarded to WP drivers and helpers.

FLEET

2,800+ state of the art trucks with 3rd Eye 360 degree onboard cameras.

MRFS

(MATERIAL RECOVERY FACILITY OR RECYCLING PROCESSING)

Atlanta, Ocala, Sarasota

EMPLOYEES

4,400+

SPORTS SPONSORSHIPS

Jacksonville Jaguars, New Orleans Saints, New Orleans Pelicans, Charlotte Hornets, Florida Citrus Sports, Biloxi Shuckers, Florida Everblades

CO-HEART PROGRAM

Internal safety training program that has helped 400+ employees earn their CDL. WP Sanford is state-approved testing site.

OUR SERVICES

Residential & Commercial Solid Waste Collection
 Recycling Collection & Processing Services
 Transfer Stations & Landfills



- Corporate Headquarters
- Hauling Companies
- Landfills
- Military Contracts
- Municipal Contracts
- Recycling Processing
- Transfer Stations



SERVICE AREAS Alabama Arkansas Florida Georgia Louisiana	OFFICE LOCATIONS Mississippi Missouri North Carolina South Carolina Tennessee	CUSTOMERS 2 million residential 100,000 commercial 500+ cities 300+ exclusive municipal franchises
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WASTE PROTECTION

Employees are trained by law enforcement to report unusual or suspicious activity and handle potential evidence in effort to keep communities safe.



2ND CHANCE PROGRAM

Partners with Florida Department of Corrections to give career opportunities to qualified offenders who have completed their sentence in effort to reduce recidivism.



RESTORED TO NEW

Rebuild older trucks to look and run like new again to reduce environmental footprint. More than 150 trucks have been restored to new to date.



DRIVER TRAINING CENTERS

Allows drivers and helpers to undergo extensive hands-on training and simulations on various safety aspects. Located in Sanford and Atlanta.

REVENUE GROWTH

IN 2001 **\$0 - \$1.1 BILLION** IN 2023



The Waste Pro CO-HEART PROGRAM:

**More than 400 new CDL drivers
and counting. Will you be the next?**

Waste Pro's Co-Heart Program, created in 2015, allows drivers, helpers, supervisors, and any other interested Waste Pro staff to earn their commercial driver's license (CDL). The tests are conducted at Waste Pro's Regional Operations Center in Sanford, FL, a State-approved CDL testing site. Waste Pro is only one of two solid waste companies in the state that works with the Florida Department of Transportation to offer such a program.



**Building a safe driver team
one test at a time.**

BUILDING FROM WITHIN



Created in 2015



On-site testing in Sanford, FL



Advanced driving skills with focus on importance of safety



Employee retention and growth



More than 400 graduates to date



Testing fee is reimbursed after 1 year of safe driving

WHERE WILL THE CO-HEART PROGRAM TAKE YOU?

Ask your Regional Safety Manager for more information

🌐 www.wasteprousa.com | 🐦 @waste_pro_usa | 📘 wasteprousaCorp

Corp. Headquarters: 2101 W. SR 434, 3rd Floor, Longwood, FL 32779 | Phone: 407-869-8800



FIVE-STAR SERVICE FROM THE MOBILE/SPANISH FORT CREWS!



Brad Stephen runs our route- Spanish Fort 0004598. He picks up garbage in a timely manner and is so sweet to our family. He even came to the door to ensure we had everything we needed. So personable!

M S
★★★★★

We just moved into our new house. Brad Stephens was friendly, fast and explained all the do's and don'ts of our trash pick to avoid any potential problems. Very happy with the Waste Pro service and my route driver Brad. Outstanding.

Kelly S
★★★★★



Thank you Austin and Sylvester, for servicing our area. Please know your work does not go unnoticed and you are greatly appreciated! Keep displaying your professionalism and eagerness to the world. You're awesome!! :)

Tyess B
★★★★★

This morning, your technician, James Johnson, came to our plumbing company to empty our dumpster. One of our drivers had parked in a position, partially blocking the dumpster. Mr. Johnson asked me to watch as he maneuvered the dumpster to a safe location where he could complete his job. His skill amazed me. You have an incredibly polite, conscientious, skillful employee in Mr. Johnson. We are so thankful for the job he did.

Annette S
★★★★★

This company is great. Jamal usually drives to my area. He is always on time, professional and courteous. It may sound odd, but it really does help to know you have someone like him watching out for you. Thanks, Jamal!

Grey G
★★★★★

Big Thank you to Douglas Wilder, Operations Manager in Spanish Fort, Al he handled my situation very professionally, kept me updated, and made sure the job was to my satisfaction. also, the ladies in the office I spoke with were very nice and professional as well.

Lydia E
★★★★★



A shout out to customer service ladies named Summer and Kiri who were very professional and thorough with my situation. And a shout out to Spanish Fort WP employees who have kept me from having debris bags on my curb for more than a week. Great job, and best wishes for all those trash/tree pick-up runs! You're awesome!

Rhonda B
★★★★★

My 3 little kids LOVE to watch the garbage man and the truck with the "big claw"!!!!The man named Brad always waves and beeps the horn for them and just makes their day!!!! We truly enjoy when he has our neighbor on his route!!!! Thank you Mr.Brad for making the kids day!

Tiffany M
★★★★★

31020 JESSIE RD,
SPANISH FORT, AL

🌐 wasteprousa.com

🐦 [@waste_pro_usa](https://twitter.com/waste_pro_usa)

📘 [wasteprousa.com](https://www.wasteprousa.com)



1. Invoice

- a. Waste Pro will invoice the City of Mobile monthly at monthly unit pricing for the agreed upon number of customer residences on the service bill.
- b. Waste Pro understands that we can bill per every listed customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular service day.
- c. Waste Pro will bill the City for customers with two (2) carts the same as customers with one (1) cart.
- d. Waste Pro will bill for customers with door-to-door service at the same rate as curbside service customers.
- e. Should the City task additional services, or additional frequency of pickup, Waste Pro will itemize such additional charges at the agreed upon pricing.

2. Payment

Waste Pro understands that the City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to do so will result in payment delays.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

the entity records on file in this office disclose that Waste Pro of Alabama, Inc.
was formed in Jefferson County on August 19, 2009. The Alabama Entity
Identification number for this entity is 000-261-833. I further certify that the
records do not disclose that said entity has been dissolved, cancelled or terminated.



20230801000010386

**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.**

08/01/2023

Date

A handwritten signature in black ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

CONTROL NO.

6810537

ACCOUNT NO.

557310

MOBILE COUNTY

ISSUED TO:

WASTE PRO OF FLORIDA DBA DELTA SANITATION

5859 COMMERCE LN

MILTON, FL 32583

LICENSE NO.

2306127

LICENSE YEAR

2022-2023

DATE ISSUED

10	25	2022
MO.	DAY	YR.

LICENSE TYPE

STORE LICENSE

CHAIN STORE LICENSE

OCCUPATIONAL LICENSE

X

BUSINESS LOCATION:

31020 JESSE RD

SPANISH FORT, AL 36527

EXPIRES

September 30, 2023

RENEW IN OCTOBER

RL:

U6 - #6810537 - T2 - P3881577 - M0

SECTION	BUSINESS TYPE	License Amount	FEE	PENALTY	CITATION	INTEREST	TOTAL
0084	Construction companies or contractors (\$200k+)	375.00	2.25	0.00	0.00	0.00	377.25

TRANSFER OF LICENSE

Evidence having been adduced before me that a bona fide sale of the business licensed by this certificate has been made by licensee, this license is transferred to said purchaser.

Kathleen D. Baxter

State Comptroller

Vernon Barnett

Commissioner of Revenue
NICK MATRANGA

Name of Purchaser

Issuing Authority

Issuing Authority

TOTAL 377.25

MAIL FEE 1.00

TOTAL WITH MAIL FEE 378.25



CSB

Animal License

Business License & Taxes

Accounts

Account Details

Owner Information

Filing

All Bills

Contact Us

Business License & Taxes Account Review

2017-2018

WASTE PRO

Account ID

137102

Status

ACTIVE

DBA Name

WASTE PRO

Location

1000 STEPHENSON
WILSON

Business owner name

WASTE PRO

Agent operator name

2017-2018 WASTE PRO

Business contact name

2017-2018 WASTE PRO

Business phone number

Alternate phone number

Fax number

Email

Website

Modify

Cancel

Contacts

No contacts were found for this account.

Licenses

Reference	NAICS Description	Licensed Category	License Type	Status
2017	HAZARDOUS WASTE SERVICES - 990000	HAZARDOUS WASTE	HAZARDOUS WASTE	ACTIVE
2018	HAZARDOUS WASTE SERVICES - 990000	HAZARDOUS WASTE	HAZARDOUS WASTE	ACTIVE



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Client Company ID Number: 788343

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 (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. § 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

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. 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.



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2. The Employer agrees to display the following notices supplied by DHS (through 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

3. 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.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-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.

5. 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.

6. 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.

7. 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



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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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated



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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).

13. 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).

14. 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.

15. 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@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services



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E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.



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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 the E-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



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rules and procedures. The Web Services E-Verify Employer Agent will create E-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 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@uscis.dhs.gov. 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



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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 [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 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



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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



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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. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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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.



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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.



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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.



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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:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. 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.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. 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.

3. 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.

4. 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.

5. 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.



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6. 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.
7. 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.
8. 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.
9. 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 Services E-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;



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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:
 - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - 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.



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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.



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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.



Company ID Number: 32855

Client Company ID Number: 788343

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.



Company ID Number: 32855

Client Company ID Number: 788343

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. (Employer) hereby designates and appoint

(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.



Company ID Number: 32855

Client Company ID Number: 788343

Approved by:

Employer Waste Pro USA, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/17/2014



Company ID Number: 32855

Client Company ID Number: 788343

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Waste Pro USA, Inc.
Company Facility Address	2101 W SR 434 Suite 315 Longwood, FL 32779
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592733978
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	98 site(s)



Company ID Number: 32855

Client Company ID Number: 788343

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	2
AR	2
FL	51
GA	6
LA	7
MS	23
NC	4
SC	1
TN	2



Company ID Number: 32855

Client Company ID Number: 788343

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Shannon Early
Phone Number 4079372666
Fax
Email searly@wasteprousa.com

Name Judi Craigo
Phone Number 4079372635
Fax
Email jcraigo@wasteprousa.com

Mr. Donald Rose
Purchasing Director
City of Mobile

August 14, 2023

RE: City of Mobile Bid 5828 Follow Up Questions

Mr. Rose,

Thank you for the opportunity to respond to your questions posed on Friday, August 11th, 2023. We provide the following answers and would be happy to follow up with a meeting between staff and ourselves regarding any clarification that you might need.

1a – Over the weekend, our GIS/Routing team did a review of how we would lay out the preliminary garbage routes. They pulled information from the City's database and developed preliminary route maps. It appears through our routing that the Cottage Hill area has slightly more homes than was originally provided and the routing is based on the increased number totaling 6,126 homes. Because of this, we would run the two ASL's four days per week just in the Cottage Hill area. This would equate to an average of 766 homes per day. Please see the attached preliminary map indicating house count and days of service. Please note that the first digit of the route number represents the days scheduled for service. Tuesday is "2", Wednesday is "3", Thursday is "4", and Friday is "5". The other two sections appear to be relatively close geographically and based on the number of homes in Kings Branch and Orchid Estates, we have sufficient equipment to pick these areas up in two routed days. A map is also provided for your clarification. As you review the route map, route 2601 (Tuesday route 601) it does not appear to have the number of homes indicated (725). In talking to our GIS team there are mobile home parks that make up over 200 customers in this area. The dots represent the number of stops not the number of services. This makes the number of service appear low, however the services are correct.

1b – Waste Pro has smaller single axle Automated Side Loaders (ASL's) as well as small rear loading trucks if we encounter any issues with alleys or areas a large truck cannot go. The ASL's are 20 yard bodies mounted on smaller chassis, the Rear End Loader (REL's) are 16 yards bodies mounted on smaller chassis as well. A picture of both types of trucks are enclosed.

1c – We operate ASL's with one driver only. In the event we would need to employ the smaller rear load truck for tight areas we would utilize a driver and helper on this truck.

2a – Regarding trash pickup, please see the route maps as described in garbage above. The routing is laid out by days and by weeks of service. With an adjusted total of approximately 7,200 homes in the three areas, the REL's with a driver and helper supplemented by the 27 yard clam truck. There is more than enough equipment to handle this job. The REL's truck will make the first pass, will be in communication with the clam truck that will pick up any larger piles that need to be serviced after the REL makes their sweep of the area. It would be our intention to pick a pile up slightly over two cubic yards just to clean up as we go. Any piles over the limit will be tagged, and these will be submitted to the City for their handling. Does the City provide information annually to the customer on their service weeks for trash? Would Waste Pro be required to communicate any of this information?

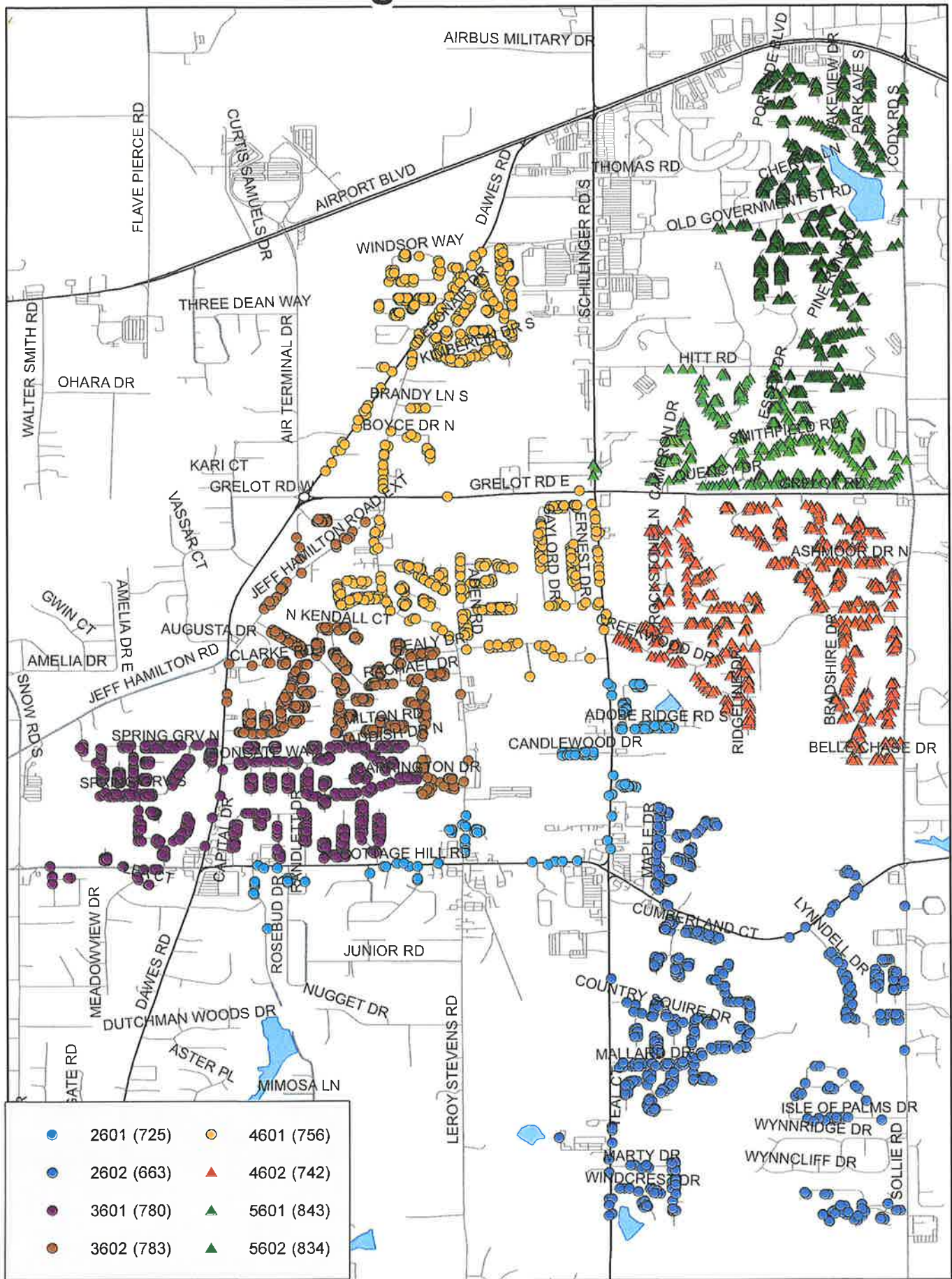
2b –We do have an account with Dirt, Inc. and currently utilize them as a disposal option in other lines of business. Jordan Scott and myself (Ralph Mills) will visit the site on Monday before we turn in these documents to you to insure that our equipment can access the facility. There should be no issues dumping a rear load truck or clam/grapple truck at this disposal site. Waste Pro also utilizes the WM Transfer facility, we are one of WM's largest disposal accounts in the Country, have a very good relationship with them and use them frequently within our Mobile operations.

3. This was not so much as reservation as it was a clarification. We asked the City during the question phase to give us what your current experience rate is on both two carts and door to door service. The City is currently servicing the incorporated area and we were trying to get an idea of what percentage of both of these services that you are currently experiencing. The two carts do not pose a problem. Based on the door to door, we would prefer to see this number not to exceed 5% but are open to discussing. The question was also posed as to how someone applies for door-to-door service currently. Does the elderly or infirmed need a doctor's note to indicated that they are not medically able to bring their cart to the curb and certify that no one able bodied person is in residents that can place the cart at the curbside for collection? Does door to door service only apply to garbage service?

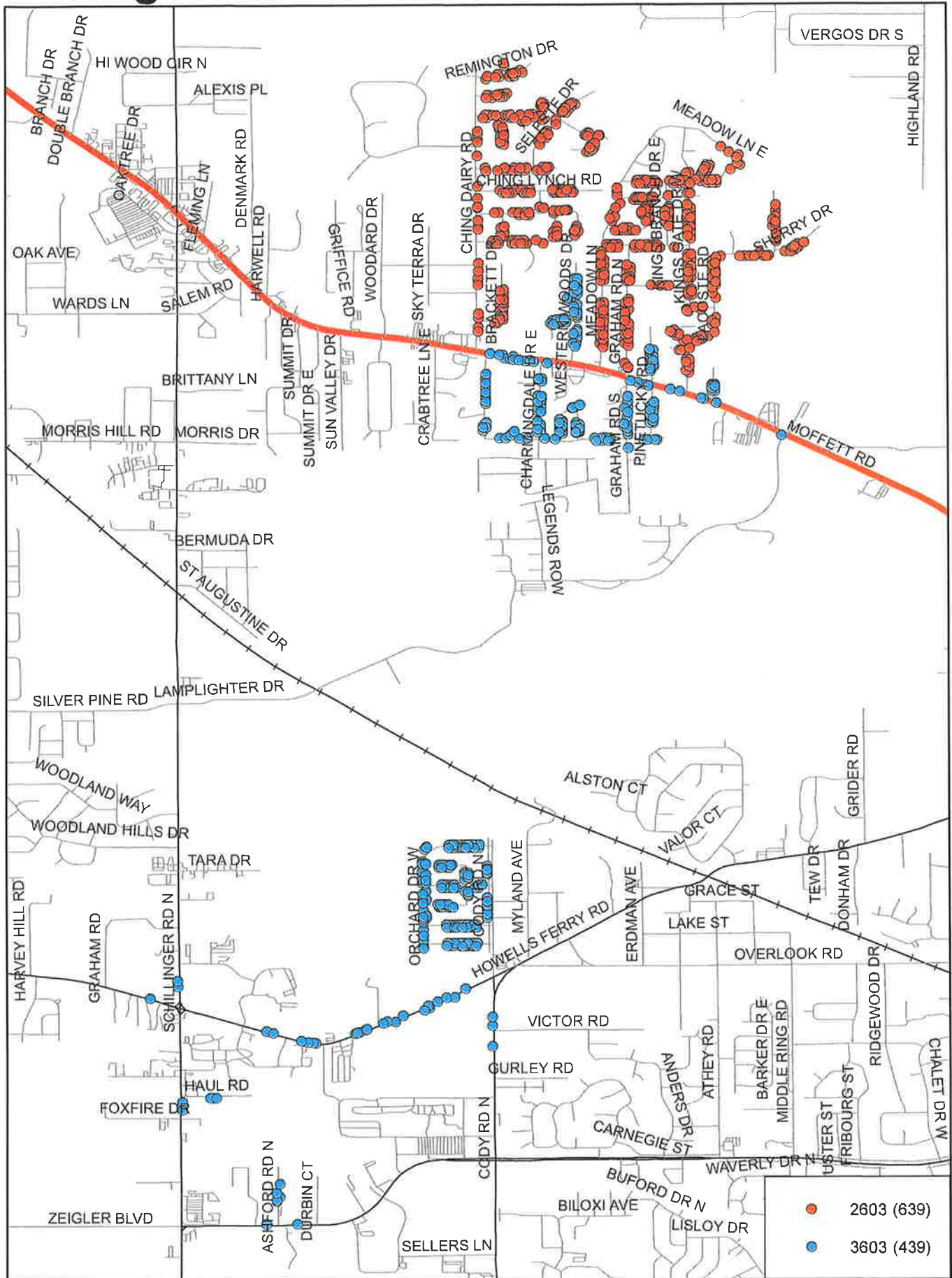
4. We currently operate 10 routes in Mobile County, as we continue to grow in the Mobile market, we have been looking for a site to lease or purchase. A leased facility has been located at 8517 Bellingrath Road in Theodore. It contains office space, truck parking, and service bays for truck work. We would welcome the opportunity to show this facility and demonstrate how it will service our needs. Ultimately, we would like to have a facility constructed as we continue to expand across Mobile area.

We are thankful for the opportunity to take on this project. We are very qualified to do this work and look forward to working with the City. We understand the importance to the City of Mobile for a strong start-up. Communications will be very important, and we will work alongside the City to make sure that the citizens know what service levels to expect, days of service, etc. If given the revised database from the City, we can tighten up the routing if needed and provide information to your cart delivery people so that the customer will get the days of service provided as the cart is delivered. If we are provided phone and or texts numbers, we can utilize our notification system known as "call-em-alls" or "text-em-alls" to the customers the day before their first service days. We will be an extension of the City of Mobile and look forward to a good partnership. We would welcome the opportunity to schedule a meeting on Monday where we could further clarify any questions the City may have.

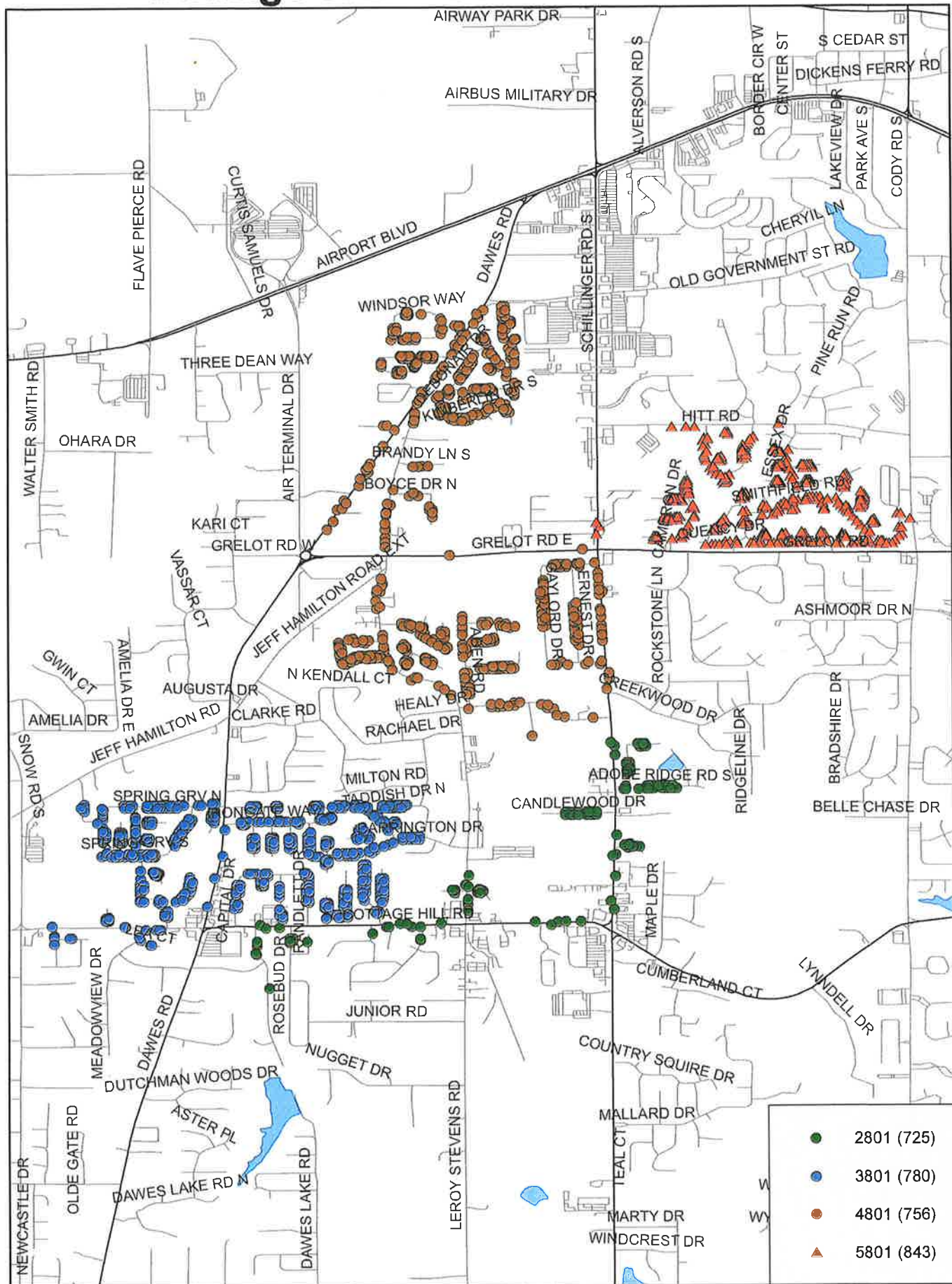
Cottage Hill Corridor



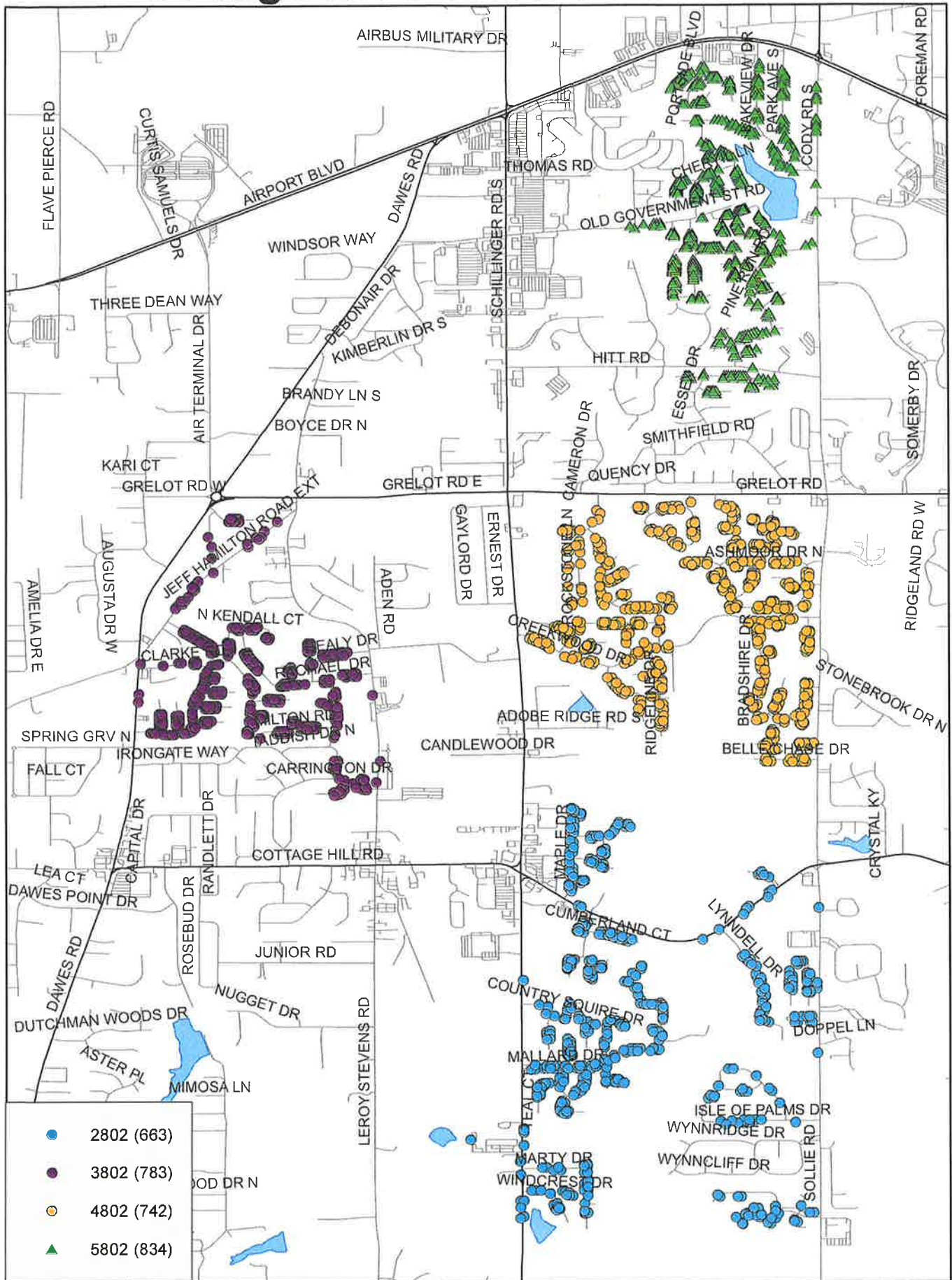
Kings Branch and Orchard Estates SW



Cottage Hill Week 1 Yard Waste



Cottage Hill Week 2 Yard Waste



Kings Branch and Orchard Estates YW

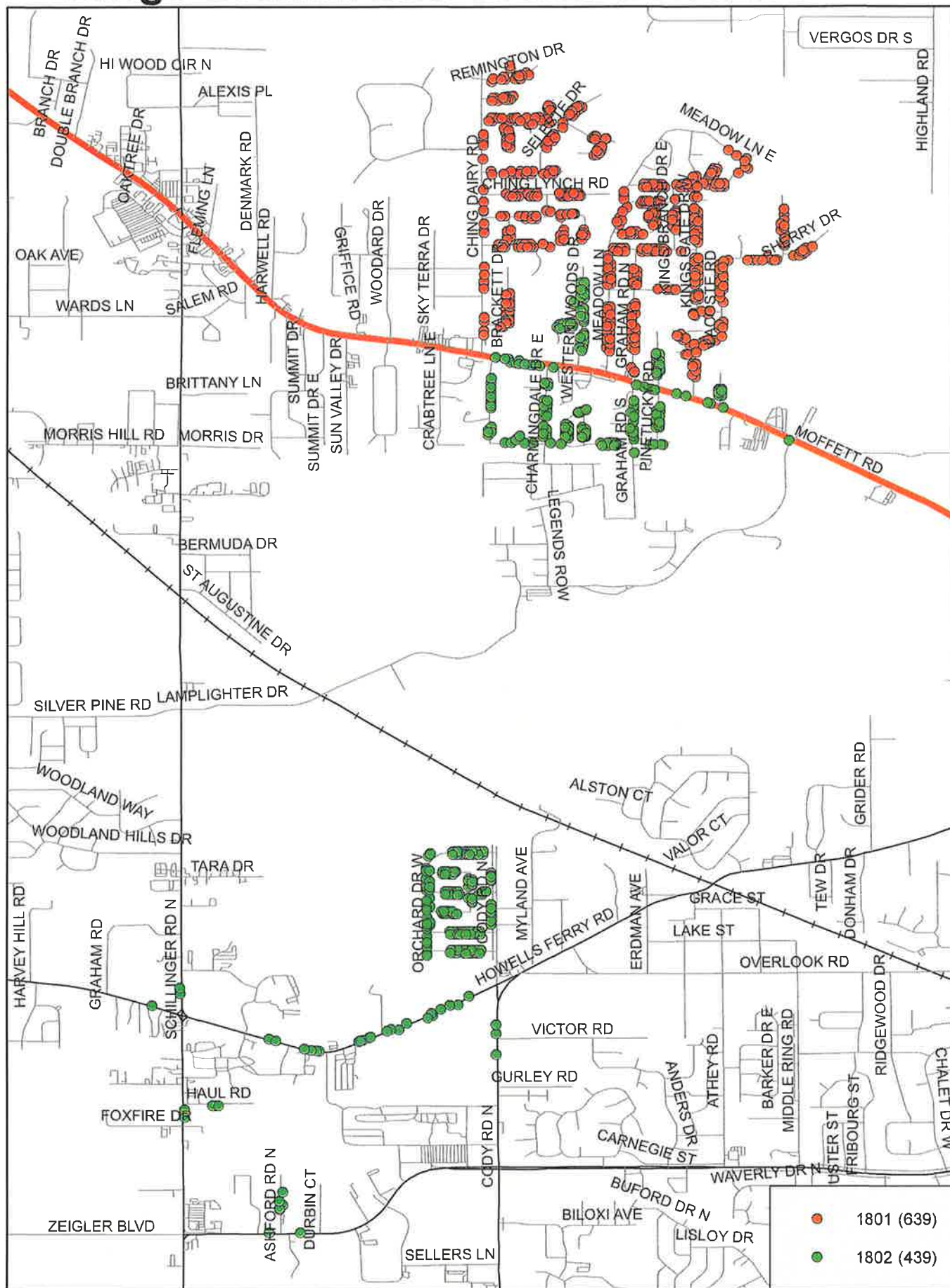






EXHIBIT B

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2023

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

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

PRODUCER MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME: Susan Vignone PHONE (A/C, No. Ext): 813-207-6371 E-MAIL ADDRESS: susan.b.vignone@marsh.com	FAX (A/C, No):
INSURED Waste Pro of Alabama, Inc 31020 Jesse Rd. Spanish Fort, AL 36527	INSURER(S) AFFORDING COVERAGE INSURER A : Greenwich Insurance Company INSURER B : XL Insurance America, Inc. INSURER C : N/A INSURER D : XL Specialty Insurance Company INSURER E : N/A INSURER F :	NAIC # 22322 24554 N/A 37885 N/A
CN105058554--GAWU-22-23		

COVERAGES

CERTIFICATE NUMBER:

ATL-005635308-02

REVISION NUMBER: 9

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GEC300138205	11/22/2022	11/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		RAE943788405 SIR: \$2,000,000	11/22/2022	11/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	RWD300138005 (AOS) RWE943549705 (FL,GA) (SIR: \$500,000)	11/22/2022 11/22/2022	11/22/2023 11/22/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Collection & Disposal of Garbage and trash for The City of Mobile

City of Mobile Alabama is/are included as additional insured where required by written contract with respect to general liability and auto liability.

CERTIFICATE HOLDER

City of Mobile, Alabama
Attn: Donald Rose
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

Marsh USA LLC

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Nick Amberger, P.E., Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Ben Reynolds.

Purpose and Scope of Project:

Approve contract with John G. Walton Construction Company, Inc. for resurfacing.

Amount of Contract:

\$1,426,577.00

Funding Source

Project # C0802

Project String 2000.2000.48010

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

Grant Funds

Discretionary Funds

Contract Number:4590

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resurfacing	Cover Memo	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/17/2023 - 9:33 AM
Capital	Rhodes, Brenda	Approved	8/17/2023 - 12:34 PM
Legal	Kern, Chris	Approved	8/17/2023 - 2:41 PM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:56 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2022 PAYGO Commission District 3 Hamilton Boulevard (D4) COM

Project: 2023-3005-06

PROJECT #: C0802 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing

CONTRACT AMOUNT: \$1,426,577.00

VENDOR NAME: John G Walton Construction Company, Inc

VENDOR NUMBER: 232642

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y_X_N_; 5% of the 1st 50% _____ or If different, indicate special rate _____

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

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

Prepared by: Jessica White Date: 8/17/2023

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilman Ben Reynolds

WHEREAS, bids for street resurfacing for district 4 was received and opened on June 28, 2023.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company, Inc., in the amount of \$1,426,577.00.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

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

Name of Company: John G. Walton Construction Company, Inc.

Project Name: 2022 PAYGO Commission District 3, MCR2022-308 Hamilton Boulevard
Resurfacing (D4)

Project Number: 2023-3005-06

Amount: \$1,426,577.00

Adopted:

City Clerk



**2022 PAYGO COMMISSION
DISTRICT 3, MCR2022-308
HAMILTON BOULEVARD
RESURFACING**

PROJECT No. 2023-3005-06

BID DATE – JUNE 28, 2023

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Location	Attachment A
Contractor's Insurance Certification.....	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report.....	Attachment C
Certifications, Affidavits, & Project Closeout.....	Attachment D
Sign Details.....	Attachment E
Geotechnical Reports and/or Mix Designs	Attachment F
Tax Exemption.....	Attachment G
Project Addendums.....	Attachment H

ITEM I
INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **June 28, 2023** and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

Project No: 2023-3005-06
Project: HAMILTON BOULEVARD RESURFACING
Project Description: Street Resurfacing

Plans and contract documents may be inspected and obtained from Corporate Environmental Risk Management (CERM) 2 South Water Street, Suite 300, Mobile, AL 36602 upon payment of seventy-five dollars (\$75.00). 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 23, 2023**.

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 21, 2023 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code. The bidder must be on ALDOT's "bidder's list" in effect 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 **HAMILTON BOULEVARD RESURFACING**, City of Mobile Project No. **2023-3005-06**, in the City of Mobile, Alabama".

PLEASE PUBLISH IN THE ISSUES

Tuscaloosa News – Thursday, June 15, 2023

Dothan Eagle – Wednesday, June 14, 2023

Lagniappe – Wednesday, June 21, 2023

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure 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 **HAMILTON BOULEVARD RESURFACING**, City of Mobile Project No. **2023-3005-06**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after the 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:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect 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
Addendum Number 1

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/28/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: HAMILTON BOULEVARD RESURFACING

Project No: 2023-3005-06

Project Description: Street Resurfacing

Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Corporate Environmental Risk Management (CERM), 2 South Water Street, Suite 300, Mobile, Alabama 36602. In order to receive consideration, the request must be received before 12:00 p.m. on June 23, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.



2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1
BASE BID

Bid Sheet 1 of 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206A002	810.00	LINEAR FOOT	REMOVING CURB (INCLUDES SAW CUT, ALL DEPTHS)	One Dollar and No Cents	\$1.00	\$810.00
206A003	810.00	LINEAR FOOT	REMOVING CURB AND GUTTER, ALL TYPES, INCLUDES SAW CUT	Seven Dollars and Ten Cents	\$7.10	\$5,751.00
206A004	4,045.00	SQUARE YARD	ASPHALT REMOVAL	Two Dollars and Ninety Seven Cents	\$2.97	\$12,013.65
210A000	1,348.00	CUBIC YARD	UNCLASSIFIED EXCAVATION	Twenty Two Dollars and Four Cents	\$22.04	\$29,709.92
210D000	100.00	CUBIC YARD	BORROW EXCAVATION	Thirty Three Dollars and Thirty Two Cents	\$33.32	\$3,332.00
212A000	135.00	STATION	MACHINE GRADING SHOULDERS, PER STA	Thirty Dollars and Forty Eight Cents	\$30.48	\$4,114.80
230B000	7.00	STATION	ROADBED PROCESSING, PER STA, BOTH LANES	Eight Hundred Two Dollars and Eighty Six Cents	\$802.86	\$5,620.02
301A012	4,210.00	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Seven Dollars and Fifty One Cents	\$27.51	\$115,817.10
401A000	4,210.00	SQUARE YARD	BITUMINOUS TREATMENT, TYPE A	One Dollar and Forty One Cents	\$1.41	\$5,936.10
408A051	2,223.00	SQUARE YARD	PLANING EXISTING PAVEMENT, 0"-2"	Six Dollars and No Cents	\$6.00	\$13,338.00
429A000	6,000.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Nine Dollars and Thirty Seven Cents	\$109.37	\$656,220.00
429A001	100.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Seventy Dollars and Sixty One Cents	\$170.61	\$17,061.00
429A002	200.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER LEVELING, 1" MAX. AGGREGATE MIX SIZE	One Hundred Thirty Two Dollars and Seven Cents	\$132.07	\$26,414.00
429B000	550.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX. AGGREGATE SIZE MIX, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	\$102.69	\$56,479.50
429B001	550.00	TON	IMPROVED BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX. AGGREGATE SIZE, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	\$102.69	\$56,479.50
600A000	1.00	LUMP SUM	MOBILIZATION	Forty Nine Thousand One Hundred Eighty Two Dollars and One Cent	\$49,182.01	\$49,182.01
614A000	5.00	CUBIC YARD	SLOPE PAVING	Nine Hundred Seven Dollars and Fifty Cents	\$907.50	\$4,537.50
618B003	50.00	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK	One Hundred Forty Five Dollars and Seventy Five Cents	\$145.75	\$7,287.50
620A000	5.00	CUBIC YARD	MINOR STRUCTURE CONCRETE. INCLUDES REINFORCEMENT	Three Thousand Three Hundred Dollars and No Cents	\$3,300.00	\$16,500.00
623B000	80.00	LINEAR FOOT	CONCRETE CURB, TYPE N	Forty Nine Dollars and Fifty Cents	\$49.50	\$3,960.00
623B001	35.00	LINEAR FOOT	CONCRETE CURB, TYPE N SPECIAL	One Hundred Ten Dollars and No Cents	\$110.00	\$3,850.00
623C000	810.00	LINEAR FOOT	CONCRETE CURB AND GUTTER, TYPE C MODIFIED	Fifty Dollars and Sixty Cents	\$50.60	\$40,986.00
630C000	2.00	EACH	GUARDRAIL END ANCHORS, TYPE 20 SERIES (MASH)	Three Thousand Eight Hundred Fifty Dollars and No Cents	\$3,850.00	\$7,700.00



2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1

Bid Sheet 2 of 3

650A000	588.00	CUBIC YARD	TOPSOIL	Forty Eight Dollars and Seventy Five Cents	\$48.75	\$28,665.00
652A000	4.00	ACRE	SEEDING	Two Thousand Two Hundred Dollars and No Cents	\$2,200.00	\$8,800.00
654A000	220.00	SQUARE YARD	SOLID SODDING	Five Dollars and Sixty One Cents	\$5.61	\$1,234.20
656A000	4.00	ACRE	MULCHING	Four Thousand One Hundred Eighty Dollars and No Cents	\$4,180.00	\$16,720.00
665E000	100.00	SQUARE YARD	POLYETHYLENE	Three Dollars and Thirty Cents	\$3.30	\$330.00
665Q000	100.00	EACH	WATTLE	Seven Dollars and Seventy Cents	\$7.70	\$770.00
680A000	1.00	LUMP SUM	ENGINEERING CONTROLS	Three Thousand Eight Hundred Seventy Nine Dollars and Eighty Two Cents	\$3,879.82	\$3,879.82
701A231	8.50	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	\$7,562.50	\$64,281.25
701A235	6.05	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	\$7,562.50	\$45,753.13
701A240	0.50	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	\$4,922.50	\$2,461.25
701A245	3.40	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	\$4,922.50	\$16,736.50
701B205	345.00	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Two Dollars and Twenty Cents	\$2.20	\$759.00
701C000	3.00	MILE	BROKEN TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	\$1,045.00	\$3,135.00
701C001	13.00	MILE	SOLID TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	\$1,045.00	\$13,585.00
703A002	3,850.00	SQUARE FOOT	TRAFFIC CONTROL MARKING, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	\$6.60	\$25,410.00
703B002	304.00	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	\$6.60	\$2,006.40
705A000	572.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Five Cents	\$6.05	\$3,460.60
705A030	119.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	Six Dollars and Five Cents	\$6.05	\$719.95
705A037	542.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Five Cents	\$6.05	\$3,279.10
705A038	544.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Five Cents	\$6.05	\$3,291.20
740A000	1.00	LUMP SUM	TRAFFIC CONTROL SCHEME, COMPLETE	Nine Thousand Three Hundred Fifty Dollars and No Cents	\$9,350.00	\$9,350.00
742A001	2.00	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	One Thousand Nine Hundred Twenty Five Dollars and No Cents	\$1,925.00	\$3,850.00
999-X	1.00	LUMP SUM	WORK OF A SIMILAR NATURE, UTILIZING BID ITEMS AND UNIT PRICES, TO BE DETERMINED BY THE ENGINEER	Twenty Five Thousand Dollars and No Cents	\$25,000.00	\$25,000.00
TOTAL BASE BID				One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	\$1,426,577.00	



2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1

Bid Sheet 3 of 3

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	\$1,426,577.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.
SIGNATURE John G. Walton
DATE 6/28/2023

Base Bid

Total (All items listed in Proposal) \$1,426,577.00

Written in words one million four hundred twenty-six thousand five hundred seventy-seven & zero cents

Number of working days to complete 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G. Walton
President
JOHN G. WALTON, PRESIDENT

Blair J. Walton
Secretary

John G. Walton
Treasurer

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

(Corporate Seal)

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

ATTEST: Blair J. Walton
Secretary

20293
State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That John G. Walton Construction Company, Inc.
(Name of Contractor)
1806 Wolf Ridge Road, P.O. Box 812222, Mobile, AL 36689
(Address)
as Principal, and Fidelity and Deposit Company of Maryland
(Name of Surety)
1299 Zurich Way, Schaumburg, IL 60196
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, 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 **HAMILTON BOULEVARD RESURFACING, City of Mobile Project No. 2023-3005-06**.

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered _____ (Date)

(Contracting Firm)

Witness as to Principal By: _____ (SEAL)

(Name of Surety)

COUNTERSIGNED: _____

Alabama Resident Agent By _____

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

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.

(Name of Contractor)

1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689

(Address)

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Name of Surety)

1299 ZURICH WAY, SCHAUMBURG, IL 60196

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, 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 **HAMILTON BOULEVARD RESURFACING, City of Mobile Project No. 2023-3005-06**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered JUNE 28, 2023 (Date)

JOHN G. WALTON CONSTRUCTION
COMPANY, INC.

John G. Walton (Contracting Firm)

Witness as to Principal By: Shawn Stephens

(SEAL)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

(Name of Surety)

COUNTERSIGNED:

N/A

Alabama Resident Agent

By Leslie A. Paulsen
LESLIE A. PAULSEN, ATTORNEY-IN-FACT



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



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

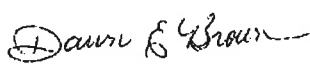
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of April, A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President


By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 28th day of June, 2023.



Brian M. Hodges



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
2023.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: [Signature]
(Signature)

ITS: Vice President
(Title)

ATTEST: [Signature]
(Signature)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here)(Corporate name)

BY: [Signature]
(Signature)

ITS: Leslie A. Paulsen, Attorney-In-Fact
(Title)

ATTEST: [Signature]
(Signature)

ITS: Krystle Sharp, Bond Acct. Exec.
(Title)

Corporate Seal





ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'RD Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A. PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of April, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

A handwritten signature of Robert D. Murray in black ink.

By: **Robert D. Murray**
Vice President

A handwritten signature of Dawn E. Brown in black ink.

By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



A handwritten signature of Constance A. Dunn in black ink.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of June, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ITEM VI
PERFORMANCE BOND

Bond No. 9420765

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.
(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and Fidelity and Deposit Company of Maryland
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million, four hundred twenty six thousand, five hundred seventy seven and zero cents dollars (\$1,426,577.00), 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 _____, 2023, entered into a Contract with the Owner for **Hamilton Boulevard Resurfacing** 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 23

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: [Signature]
(Signature)

ITS: Vice President
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Project Manager

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: [Signature]
(Signature)

ITS: Leslie A. Paulsen, Attorney-In-Fact
(Title)

ATTEST:

[Signature]
(Signature)

ITS: Krystle Sharp, Bond Acct. Exec.
(Title)

Corporate Seal





ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM, Shirley COLEMAN all of Norcross, Georgia, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

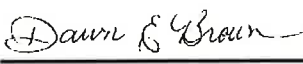
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 05th day of July, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**


By: Robert D. Murray
Vice President


By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 05th day of July, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2023.




By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2023

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

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

PRODUCER Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	CONTACT NAME: Kelli Smith PHONE (A/C, No, Ext): 251-340-1771 E-MAIL ADDRESS: Kelli.smith@cadenceinsurance.com FAX (A/C, No): 251-470-1050												
INSURED John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689	INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Zurich American Insurance Co</td><td>NAIC # 16535</td></tr><tr><td>INSURER B: AlaComp</td><td>18864</td></tr><tr><td>INSURER C: Berkley National Insurance Company</td><td>38911</td></tr><tr><td>INSURER D: Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER A: Zurich American Insurance Co	NAIC # 16535	INSURER B: AlaComp	18864	INSURER C: Berkley National Insurance Company	38911	INSURER D: Midwest Employers Casualty Company	23612	INSURER E:		INSURER F:	
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INSURER D: Midwest Employers Casualty Company	23612												
INSURER E:													
INSURER F:													

COVERAGES**CERTIFICATE NUMBER:** 791773421**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO451086403	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP440192403	12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			AUC023068107	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N ☐ N/A	WC10000178672023A PBAL155000	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Rented/Leased Equipment			MIM103990552	12/31/2022	12/31/2023	Each Item Catastrophe 500,000 1,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.

Project: 2023-3005-06

City of Mobile is additional insured with respects General Liability per attached form U-GL-117-5-F CW (04/13) and Auto Liability per attached form U-CA-825-B CW (02/14) but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile with respects to General Liability per attached form U-GL-925-B CW (12/01) and Auto Liability per attached form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applies in favor of City of Mobile with respects to General Liability per attached form U-GL-1521-B CW (01/19) and Auto Liability per attached form U-CA-832-A CW (01/13) but only as required by written contact.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
205 Government Street
Mobile AL 36603

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

AUTHORIZED REPRESENTATIVE

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Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the Who Is An Insured Provision in Section II – Covered Autos Liability Coverage:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs A.1.a. and A.1.b. in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary and Excess Insurance Provisions Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs a.(2) and a.(4) of the Coverage Extensions Provision in Section II – Covered Autos Liability Coverage are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Contractors Liability Supplemental Coverages And Conditions

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet
(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft** under Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
- (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions** is replaced by the following:

- (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;

6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

1. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

1. Exclusion e. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section III – **Limits of Insurance**:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit, whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph 4. **Other Insurance** under Section IV – **Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph a.(1) of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.



Fungi Or Bacteria Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4510864-02

Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
 - 1. "Fungi" or "bacteria"; or
 - 2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".
- B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.
- C. For the purposes of this exclusion, the following definitions are added:
 - 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
 - 2. "Spores" means reproductive bodies produced by or arising out of "fungi".
 - 3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
- 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Please consult a qualified attorney for advice on Hold Harmless/Indemnification Agreements/Clauses. Our practice is limited to insurance specific areas. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

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. Contractor shall submit a Traffic Control Scheme for the City Traffic Engineer's approval prior to commencement of any work on this project. The scheme shall be in full compliance with all the provisions and requirements as designated in Item 740 and Article 104.04 of the Standard Specifications, the Federal MUTCD Manual, Millennium Edition, and other requirements set forth by the Traffic Engineer. [There shall be no direct payment for said traffic control plan preparation or for items in Section 740. All materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job shall be considered incidental to the project Item 740 Traffic Control. The Contractor shall restore existing traffic mechanisms to original condition. [OR] Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.]
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Latest Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**
- The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to

existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
44. There shall be **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 materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
46. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
47. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
48. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed 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.

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 _____, 2023, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and John G. Walton Construction Company, 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: HAMILTON BOULEVARD RESURFACING

Project No: 2023-3005-06

Project Description: Street Resurfacing

Major work items include: Resurfacing

City of Mobile Project Number **2023-3005-06**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **\$ One Million, Four hundred twenty six thousand, five hundred seventy seven dollars and zero cents (\$1,426,577.00)** 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 **CORPORATE ENVIRONMENTAL RISK MANAGEMENT, CERM.**

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 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 the City of Mobile Capital Improvement Program Funds. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE

(29) This 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.

ATTEST:

BY: _____

CITY CLERK

(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

WITNESSES:

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: (IF CORPORATION)

John G. Walton Construction Co., Inc. (Print)

BY: Roger M. Dixon

ITS PRESIDENT

Roger Dixon Vice (Print)

ATTEST:

Blake Lamont

ITS SECRETARY

Blake Lamont (Print)

8/1/2023

DATE

Corporate Seal

ITEM X

SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 SUBLETTING AND ASSIGNMENT (a); PARAGRAPH 1 LIMITATIONS SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. SECTION 305, PAY ITEM 305-A COARSE AGGREGATE (ALDOT #1 and 8" FOR CHECK DAMS); SUB-SECTION 305.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted COARSE AGGREGATE shall be by the cubic yard truck bed measure. The accepted volume of COARSE AGGREGATE shall be based on certified delivery tickets as determined by truck bed measure.

6. 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.

7. ITEM 429-A277 IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER PATCHING, 3/8" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E (INCL. TACK COAT) (ALDOT Standard Specifications for Highway Construction, 2006 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 2012 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

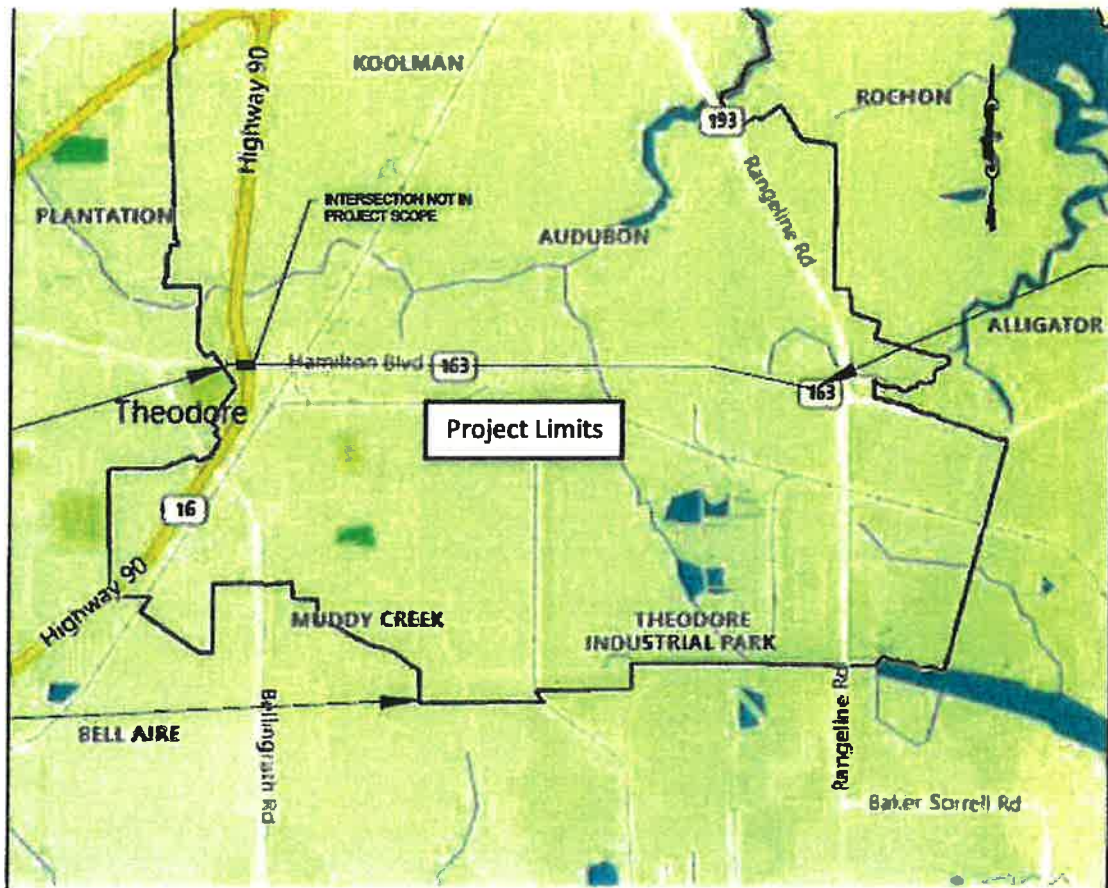
Materials shall conform to Section 410 and section 429.02 Materials of the 2006 ALDOT Standard Specifications for Highway Construction. Tack Coat Material shall conform to section 405 of the 2012 ALDOT Standard Specifications for Highway Construction.

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.

ATTACHMENT “A”
LOCATION



PROJECT LOCATION
Mobile, Alabama

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT “C”

**SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT, AND
DBE UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared John G. Walton (affiant) who, being duly sworn says as follows:

President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

John G. Walton
CEO of John G. Walton Construction Co., Inc.
President

Sworn to and subscribed before me this the 28th day of June, 2023.

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

Shaun Stapleton
Signature and Seal of Notary Public





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: Archique.kidd@cityofmobile.org
251.208.7867
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

Section I. Information about your company
FORM 1: Background and Plan

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johnqwalton.com
RFP/RFQ Solicitation Number	2023-3005-06
Project Description	Hamilton Blvd Resurfacing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 25% Vets 5%
Total # of Employees	130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: John G. Walton
Signature: [Signature] Date: 6/28/2023
Title: President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Debra Balams Title: Payroll Manager
E-mail: debra@johnqwalton.com Phone: 251-342-6250



Section II. Plan for Subcontractors and Major Vendors

RFP/RFQ/Bid # 2023-36506 Your Bid/Proposal Amount \$ 1,426,577.00
 Date: 6 / 28 / 2023

Description Hamilton Blvd Resurfacing

I intend to use the following subcontractors: (Attach additional pages if necessary)

Page 3 of 5
Subcontractor/Supplier Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: John G. Walton Construction Co., Inc.

Contact Person: Shaun Stapleton

Phone 251-342-6250 Email shaun@johnwalton.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.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities 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.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

X	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract
X	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X	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. _____

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

**CITY OF MOBILE
CITY PROJECT NO. 2023-3005-06
HAMILTON BLVD RESURFACING**

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2023-3005-06
HAMILTON BLVD RESURFACING

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

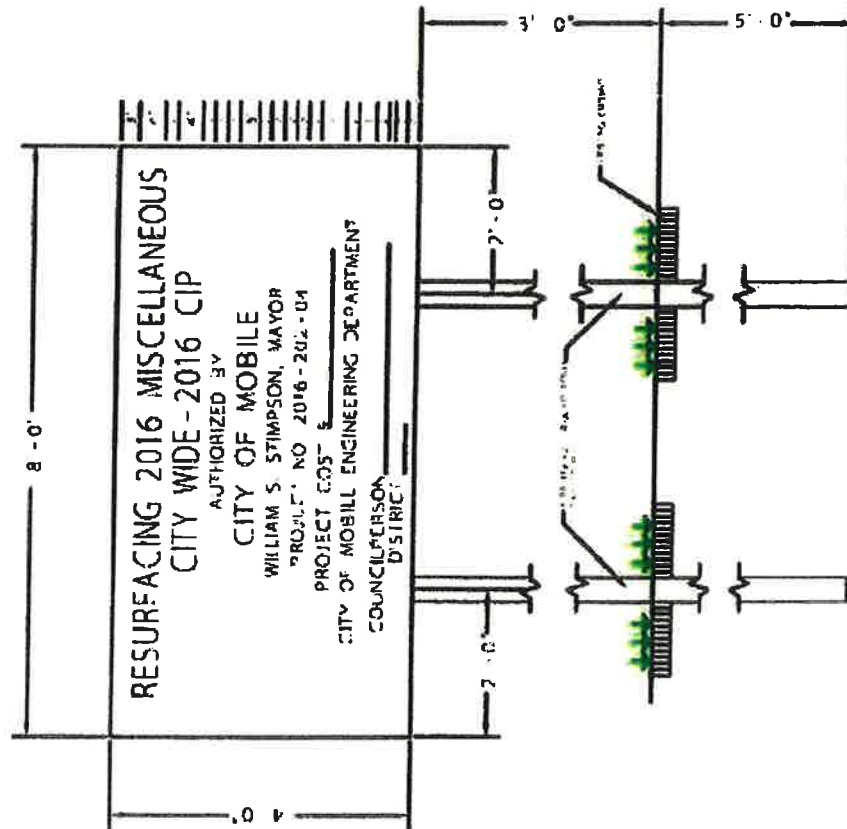
The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
6. Contractor must provide a Maintenance Agreement for the grassing for a period of one (1) year commencing on the date that final payment is received.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”
SIGN DETAILS

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 ENGINEER
PROJECT SIGN DETAIL
SEP 107 1

SCALE: NTS DATE: NOV 10, 2013

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

March 14, 2023

City of Mobile
c/o CERM
4767 New Broad Street
Orlando, FL 32814

Attn: Yasmin Moreno, P.E.

Email: ymarino@cerm.com

Re: Project No: 2023-3005-06
Hamilton Boulevard Resurfacing
Mobile, Alabama

Ms. Moreno:

Geotechnical Engineering-Testing, Inc. (GET) has reviewed the existing conditions and performed field investigations along the approximate 3-mile section of Hamilton Boulevard. We understand that the project begins at the city limits (approximately 700 ft west of the intersection with US Highway 90) and extends to a point approximately 600 ft west of Rangeline Road. A preliminary project title sheet (provided by the project design engineer, CERM) indicating the project location is included with this report. We understand that the primary scope of the project is the resurfacing of the roadway within the project limits.

As was discussed with personnel of CERM and Mr. John Forrester, P.E., of the City of Mobile Engineering Department, our scope of work for this project included performing a brief (windshield) visual inspection of the roadway, core the roadway in select locations and the preparation of this report of our findings and recommendations.

The investigations for this project included coring the roadway and sampling the base materials at locations selected by GET engineers during the pavement condition survey. Six locations were selected for this study. The boring locations were measured with a submeter GPS unit by GET personnel to determine approximate northing and easting coordinates. These coordinates

were provided to CERM to convert to the station and offset established for this project. The core locations are shown on the attached preliminary plan sheets that were provided to us.

The cores C-1 and C-2 indicate that the travel lanes and turn lanes within the area on the west side of US Highway 90 from station 100+00 to about station 106+75 indicates that the existing asphalt pavement in this area is about 1.5 to 1.75 inches thick. There appears to be about 11 inches of granular soil base material beneath the asphalt pavements.

The cores between the west side of Highway 90 (about station 107+60) and the end of the project (station 253+67) indicate that the pavement thickness varies between about 5.75 inches to an excess of 14 inches. Most areas appear to have been constructed with granular soil base. A core taken within the five-lane section of Hamilton Boulevard between about station 243+50 and station 253+67 indicated crushed aggregate base materials.

A table of the asphalt core and base material types and thickness has been included with this report.

Based upon our visual inspection of the roadway performed by making a windshield survey and the field investigations performed by GET personnel, the following observations were noted:

- Between the project beginning (station 100+00) and the beginning of the curb and gutter section (about station 102+00), the roadway was in severe condition. There was significant high-severity alligator cracking and rutting. Numerous pavement areas have already failed causing potholes to occur. Most of these appear to have been patched.
- Between about station 102+00 and Highway 90 (about station 106+75), there was also high-severity alligator cracking and rutting. A few potholes have already developed within this area but this is slightly less severe than the previous area.
- It was also noted that between station 100+00 and about station 106+75, water is beginning to pond within the wheel paths and cross slope correction visually appears to be needed.

- Between the west side of Highway 90 (about station 106+75) and the end of the project (station 253+67), there is generally only low-severity transverse cracking. There are a couple of isolated areas where there is low-severity alligator cracking and moderate transverse cracking.

It is our opinion that the failures that were noted in the area between station 100+00 and about station 106+75 are due to significant traffic overloading that has caused pavement and base failure. Since the roadway pavement has become severely cracked and water ponds in the wheel paths, the base becomes saturated after every rainfall event proving even less support to the overlying pavement.

Based upon research of past projects performed by GET, it appears that this section of roadway was originally designed in 1993. Various pavement sections were provided in this report based upon the level of traffic. When constructed in 2000/2001, an asphalt pavement section consisting of 1.5 inches of asphalt and 8 inches of granular soil ("sand clay") base materials was selected by the owner. This pavement section would provide a structural coefficient of 1.06 in a new condition.

Based upon a review of the ALDOT website, a nearby traffic counter indicates that this section of roadway had an ADT of 12,000 vehicles per day and 4 percent truck traffic with a growth rate of approximately 1.5 percent in 2021. The traffic and truck traffic may actually be slightly higher within the project limits as more vehicles will be entering the shopping center on the north side of the road than pass the counter that was located several hundred ft west of the project limits. The traffic data obtained is included with this report.

Utilizing the current traffic data and the subgrade soil strengths for the A-2-4 and A-4 subgrade soils in this area that were utilized in our 1993 investigation will produce a required structural number of 4.13 per the ALDOT design guidelines. To obtain this required structural number by overlaying the roadway would require approximately 5.75 inches of additional asphalt. It is our opinion that this is not feasible due to the curb and gutter and driveways present in this area and the tie-ins that would be required. Therefore, we recommend that the section of roadway between station 100+00 and about 106+75 be removed and reconstructed.

Using ALDOT standard guidelines and the 1993 AASHTO Pavement Design Procedure, the DARWin Pavement Design and Analysis System software was used to compute the pavement section design required for this area of the project based upon an ADT of 12,000, 4 % TADT, a growth rate of 1.5% and a design subgrade soil strength of 9000 psi. Details of the required pavement section for the area to be reconstructed along with the input and output parameters are shown on the DARWin Pavement Design worksheets included with this report.

For this area, we recommend the following roadway section:

- **Reconstructed Roadway Areas**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (195 Lb/SY)

Pay Item 424B-651: Superpave Bituminous Concrete Upper Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (250 Lb/SY)

Pay Item 424B-681: Superpave Bituminous Concrete Lower Binder Layer, 1" Maximum Aggregate Size Mix, ESAL Range C/D (250 Lb/SY)

Pay Item 401A-000: Bituminous Treatment A

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Pay Item 230A-000: Roadbed Processing

Note 1: Pay Item 301A-012 should extend a minimum one (1) ft behind the back of curb or edge of pavement.

Note 2: Pay Item 230A-000 should extend a minimum two (2) ft beyond the limits of the overlying Crushed Aggregate Base layer.

If this area is fully reconstructed, we anticipate that several driveways will have to be reconstructed. For these locations, we recommend the following pavement sections:

- **Commercial Asphalt Driveway (If Applicable)**

Pay Item 424A-369: Superpave Bituminous Concrete Wearing Surface Layer, Widening, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (195 Lbs/SY)

Pay Item 424B-662: Superpave Bituminous Concrete Upper Binder Layer, Widening, 1" Maximum Aggregate Size Mix, ESAL Range C/D (250 Lb/SY)

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Note 1: Pay Item 301A-012 should extend a minimum one (1) ft behind the back of curb or edge of pavement.

- **Commercial Concrete Driveway (If Applicable)**

Pay Item 618B-003: Concrete Driveway, 6" Thick (Includes Wire Mesh)

Pay Item 301A-012: Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness

Note 1: Pay Item 301A-012 should extend a minimum one (1) ft behind the back of curb or edge of pavement.

- **Gravel Driveway (If Applicable)**

Pay Item 430B-040: Aggregate Surfacing (Crushed Aggregate Base, Type B) (6" Compacted Thickness)

Within the remaining areas of the project between about station 107+60 and station 253+67, we recommend an overlay of the existing roadway consisting of the following **minimum** pavement section. A thicker overlay may be utilized if desired by the City. A thicker overlay will provide additional pavement structure and prolong the time for the reappearance of reflective cracks.

For this area, we recommend the following **minimum** roadway section:

- **Overlay Areas**

Pay Item 424A-360: Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range C/D (165 Lbs/SY)

On the east side of Highway 90, in the area between about station 107+60 and about 110+25, we understand that the roadway will likely be planed prior to resurfacing due to the curb and gutter that is present in this area. We recommend planing be paid for as **Pay Item 408A-052: Planing Existing Pavement (Approximately 1.10" Thru 2.0" Thick)**. We recommend that the planing thickness not exceed the overlay thickness and where possible should be less than the required overlay thickness to provide additional pavement structure in this area.

We recommend constructing the roadways and pavement areas for this project in accordance with the Alabama Department of Transportation "Standard Specifications for Highway Construction", 2022 Edition.

This report has been prepared to aid in the evaluation of this site and to assist in the design of the project. The recommendations provided are based in part on the project information provided to GET and only apply to the specific project and site discussed in this report.

Please call Curt Doyle, P.E. if you have any questions regarding this report.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.


Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 3/14/2023



Attachments:

- Preliminary Project Title Sheet
- Preliminary Plan Sheet with Core Locations
- Table of Asphalt Cores
- Traffic Data
- Darwin Pavement Design Worksheets

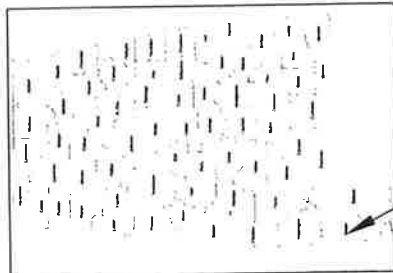
ATTACHMENTS



CITY OF MOBILE

PLANS OF PROPOSED PROJECT
HAMILTON BLVD RESURFACING
MOBILE, ALABAMA
COM PROJECT NO. 2023-3005-06
JUNE 2023

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	1	15



INDEX TO PROJECT



VICINITY MAP
N/S

BEGIN PROJECT
STA 100+00
HAMILTON BLVD.

END PROJECT
STA 253+67
HAMILTON BLVD.

MAYOR

SANDY STIMPSON

CLERK

LISA C. LAMBERT

CITY COUNCIL

- DISTRICT 1 CORY PENN
- DISTRICT 2 WILLIAM CARROLL
- DISTRICT 3 C.J. SMALL
- DISTRICT 4 BEN REYNOLDS
- DISTRICT 5 JOEL DAVES
- DISTRICT 6 SCOTT JONES
- DISTRICT 7 GINA GREGORY

PUBLIC WORKS DIRECTOR

JAMES DELAPP

OWNER: ALABAMA POWER - MOBILE
AT&T
CONCAST
CITY OF MOBILE WATER AND SEWER
SPRINKLER, LLC
SPIRE OUT INC.

UTILITY:
ELECTRIC
PHONE
FIBER
WATER SEWER
GAS

CONTACT:
1-866-432-5787
1-877-737-2478
1-800-361-1691
251-938-1100
251-982-1170
800-232-4008

ENGINEERING DEPARTMENT

OF THE CITY OF MOBILE

APPROVAL

CITY ENGINEER

DATE

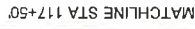


Prepared by

NOTE:
THESE PLANS HAVE BEEN PREPARED TO
CONFORM WITH ALABAMA DEPARTMENT OF
TRANSPORTATION STANDARD SPECIFICATIONS
FOR HIGHWAY CONSTRUCTION DATED 2022

958 Dauphin Street, Mobile, AL 36604
251-590-9080
www.cerm.com

LENGTH OF PROJECT		
DESCRIPTION	LIN. FEET	MILES
GROSS LENGTH OF PROJECT	15,367	2.91
NET LENGTH OF BRIDGES	0	0
EXCEPTIONS	200	.04
NET LENGTH OF ROADWAY	15,167	2.87



PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	5	16

SHEET TITLE	ROUTE
OVERALL PLAN	HAMILTON BLVD





PROJECT NO. 2023-3005-06

SHEET TITLE	ROUTE
GEOMETRIC CONTROL PLAN	HAMILTON BLVD



PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	7	16

PLAN SHEET
 PROJECT NO. 2023-3005-06
 HAMILTON BLVD.



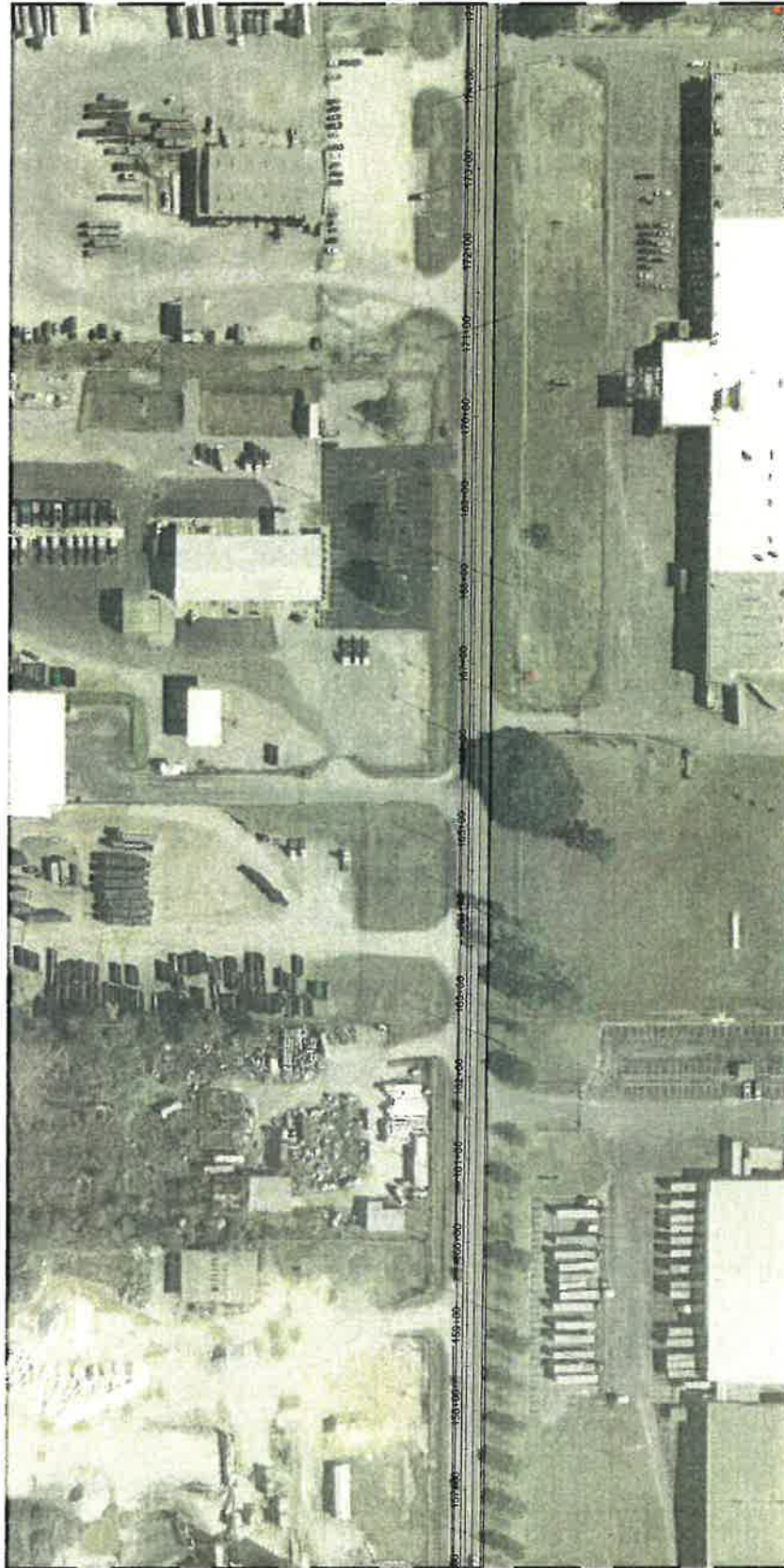
NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD.



PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	8	16

PLAN SHEET
PROJECT NO. 2023-3005-06
HAMILTON BLVD.



MATCHLINE STA 175+00

MATCHLINE STA 156+00

NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD.



PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	9	16

PLAN SHEET
PROJECT NO. 2023-3005-06
HAMILTON BLVD.



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NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD



PLAN SHEET
PROJECT NO. 2023-3005-06
HAMILTON BLVD.



PROJECT NO	FISCAL YEAR	SHEET NO	LAST SHEET
2023-3005-06	2023	10	16



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NOTES:

SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD



PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	11	16



SHEET TITLE	ROUTE
PLAN VIEW	HAMILTON BLVD

PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET
2023-3005-06	2023	12	16

PLAN SHEET
PROJECT NO. 2023-3005-06
HAMILTON BLVD.

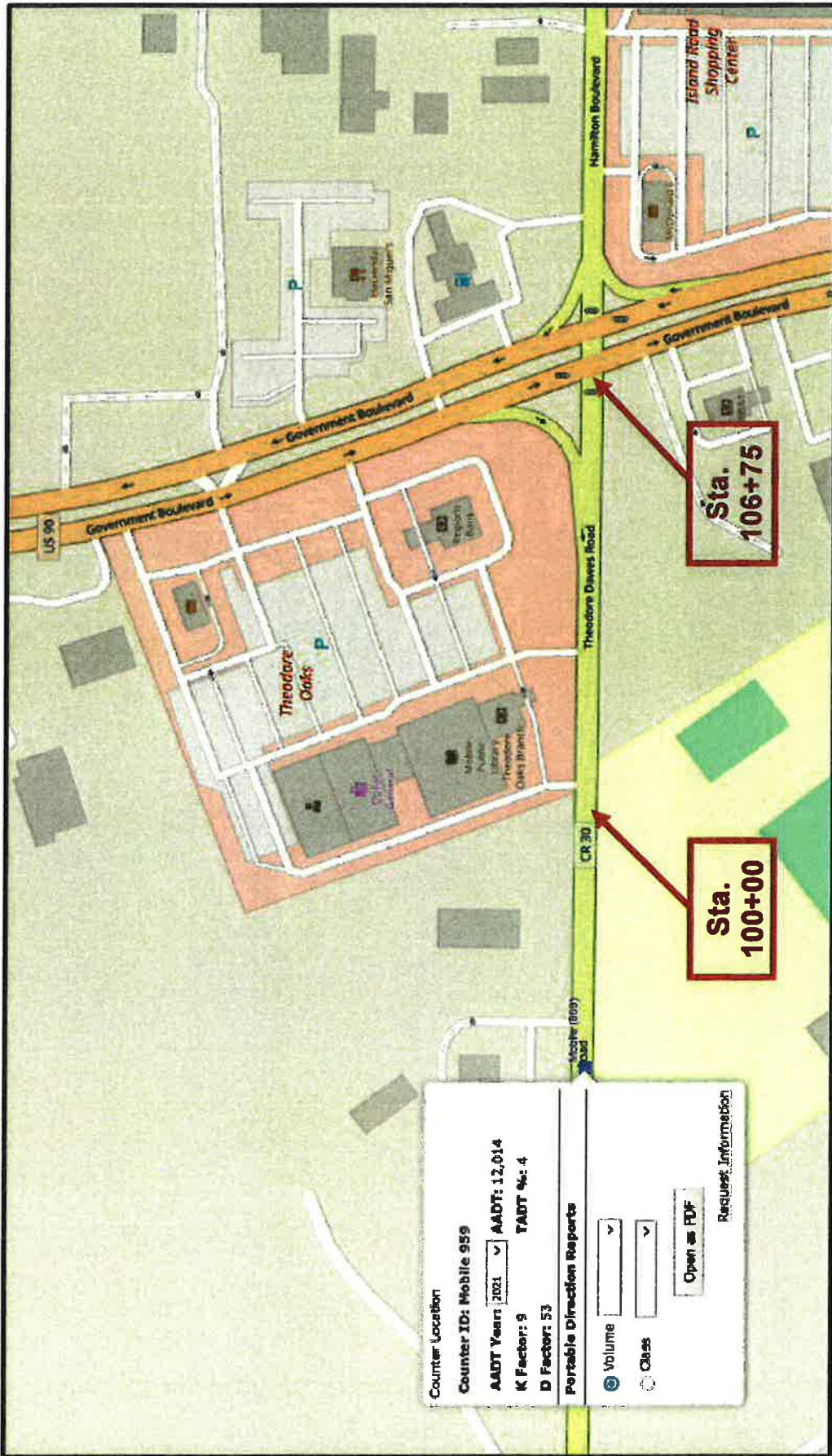


NOTES:

 	SHEET TITLE	ROUTE
	PLAN VIEW	HAMILTON BLVD

**TABULATION OF ASPHALT THICKNESS
COM PROJECT # 2023-3005-06
HAMILTON BOULEVARD RESURFACING**

Boring	Road	Approx. Station	Approx. Offset	Asphalt Thickness (Inches)	Base Thickness (Inches)	Remarks
C-1	Hamilton Boulevard	100+86	15' L	1.75	11.0	Granular Soil Base
C-2	Hamilton Boulevard	105+05	24' R	1.5	11.0	Granular Soil Base
C-3	Hamilton Boulevard	114+61	7' L	5.75	8.0	Granular Soil Base
C-4	Hamilton Boulevard	154+47	14' R	>14		Core Exceeded Barrel Length
C-5	Hamilton Boulevard	196+58	18' L	11.5	4.0	Granular Soil Base
C-6	Hamilton Boulevard	250+83	20' L	6.0	6.0	Crushed Aggregate Base



Source – Alabama Department of Transportation website



**Hamilton Boulevard
 Resurfacing**
 Project No: 2023-3005-06

Traffic Data
 (Obtained from ALDOT Website)

1993 AASHTO Pavement Design

DARWin Pavement Design and Analysis System

A Proprietary AASHTOWare
Computer Software Product
Geotechnical Engineering-Testing, Inc.

Flexible Structural Design Module

Project No: 2023-3005-06

Hamilton Boulevard Resurfacing
Mobile, Alabama

Station 100+00 to Approx. Station 106+75

Flexible Structural Design

18-kip ESALs Over Initial Performance Period	1,239,449
Initial Serviceability	4.2
Terminal Serviceability	3
Reliability Level	90 %
Overall Standard Deviation	0.49
Roadbed Soil Resilient Modulus	9,000 psi
Stage Construction	3
Calculated Design Structural Number	4.13 in

Rigorous ESAL Calculation

Performance Period (years)	12
Two-Way Traffic (ADT)	12,000
Number of Lanes in Design Direction	2
Percent of All Trucks in Design Lane	100 %
Percent Trucks in Design Direction	50 %

Vehicle Class	Percent of ADT	Annual % Growth	Average Initial Truck Factor (ESALs/Truck)	Annual % Growth in Truck Factor	Accumulated 18-kip ESALs over Performance Period
2	96	1.5	0.0002	0	5,487
5	4	1.5	1.0794	0	1,233,962
Total	100	-	-	-	1,239,449
Growth			Compound		
Total Calculated Cumulative ESALs			1,239,449		

Specified Layer Design

<u>Layer</u>	<u>Material Description</u>	Struct Coef. <u>(Ai)</u>	Drain Coef. <u>(Mi)</u>	Thickness <u>(Di)(in)</u>	Width <u>(ft)</u>	Calculated <u>SN (in)</u>
1	424A-360, Wear, 1/2" Mix, 195 #/SY	0.54	1	1.75	-	0.95
2	424B-651, UBL 1" Mix, 250 #/SY	0.54	1	2.25	-	1.22
3	424B-681, LBL 1" Mix, 250 #/SY	0.54	1	2.25	-	1.22
4	Crushed Agg Base	0.14	0.94	6	-	0.79
Total	-	-	-	12.25	-	4.16

ATTACHMENT "G"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 6/28/2023

Name of Project: Hamilton Boulevard Resurfacing
Project Number: 2023-3005-06

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 30,000.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder John G. Walton Construction Co., Inc.

Mailing

Address P.O. Box 81222 Mobile, AL 36689

***By (Legal Signature)** John G. Walton

***Name (type or print)** John G. Walton (Seal)

***Title** President

Telephone Number 251-342-6250

PROJECT ADDENDUM

ADDENDUM NUMBER 1

June 23, 2023

CITY OF MOBILE

HAMILTON BOULEVARD RESURFACING PROJECT NUMBER 2023-3005-06

DATE TO RECEIVE BIDS: June 28, 2023 @ 2:30 P.M.

1. The Pay Item 405A000 Tack Coat has been **removed** from the proposal. Tack Coat is a subsidiary obligation of asphalt placement.
2. The Pay Item 429A002 Improved Bituminous Concrete Upper Binder Layer, LEVELING, 1" Max. Aggregate Size Mix has been **added** to the proposal.
3. The Pay Item 618B001 Concrete Driveway, 5" Thick has been **replaced** with Pay Item 618B003 Concrete Driveway, 6' Thick.
4. The Pay Item 630C000 Guardrail End Anchors, has been **modified** to Pay Item 630C000 Guardrail End Anchors, Type 20 Series (MASH).
5. The Pay Item 680A000 Engineering Controls has been **added** to the proposal.
6. Special Provision Note Number 44 has been **removed** and the asphalt index will apply to this project.
7. The Disadvantaged Business Enterprise (DBE) requirement has been lowered from 15% to 5% for this project. The reduction waiver is attached to this addendum.

NOTES:

1. The permanent striping shall be 3M Connected Roads All Weather Elements Series 50. The specification for this application is attached to this addendum.
2. The proposed closure and detour of the Theodore Dawes Road section shall be coordinated with The City of Mobile Traffic Engineering Department. The suggested detour includes Carol Plantation Road to Hwy. 90, this detour route will need to be coordinated with City of Mobile Traffic Engineering.
3. While the closure of Theodore Dawes Road is underway, the contractor shall plan to work seven (7) days a week in order to reopen this section of roadway and cancel the project detour as quickly as possible.
4. There are no traffic loops within the project limits.
5. The sign in sheet from the Pre-Bid Meeting held on Wednesday, June 21, 2023, is attached for your records.

NOTE: A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID, ATTACH THE ACKNOWLEDGEMENT RECEIPT TO THE INSIDE OF FRONT COVER OF THE BID DOCUMENT.

CORPORATE ENVIRONMENTAL RISK MANAGEMENT (CERM)

APPROVED: Patrick H. Hill III
DATE: June 23, 2023

PATRICK H. HILL III, PE



BIDDER: John C. Walton Const.
BY: [Signature]
DATE: 6/26/2023

CONTRACTOR SHALL ACKNOWLEDGE RECEIPT OF ADDENDUM NUMBER 1 BY EMAILING THE SIGNED COPY TO THE ENGINEER'S OFFICE (DWARREN@CERM.COM) BY 11:00A.M., TUESDAY JUNE 27, 2023.

ITEM III
PROPOSAL
Addendum Number 1

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 6/28/2023

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: HAMILTON BOULEVARD RESURFACING

Project No: 2023-3005-06

Project Description: Street Resurfacing

Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **60** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to Corporate Environmental Risk Management (CERM), 2 South Water Street, Suite 300, Mobile, Alabama 36602. In order to receive consideration, the request must be received before 12:00 p.m. on June 23, 2023. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.



2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1
BASE BID

Bid Sheet 1 of 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
206A002	810.00	LINEAR FOOT	REMOVING CURB (INCLUDES SAW CUT, ALL DEPTHS)	One Dollar and No Cents	\$1.00	\$810.00
206A003	810.00	LINEAR FOOT	REMOVING CURB AND GUTTER, ALL TYPES, INCLUDES SAW CUT	Seven Dollars and Ten Cents	\$7.10	\$5,751.00
206A004	4,045.00	SQUARE YARD	ASPHALT REMOVAL	Two Dollars and Ninety Seven Cents	\$2.97	\$12,013.65
210A000	1,348.00	CUBIC YARD	UNCLASSIFIED EXCAVATION	Twenty Two Dollars and Four Cents	\$22.04	\$29,709.92
210D000	100.00	CUBIC YARD	BORROW EXCAVATION	Thirty Three Dollars and Thirty Two Cents	\$33.32	\$3,332.00
212A000	135.00	STATION	MACHINE GRADING SHOULDERS, PER STA	Thirty Dollars and Forty Eight Cents	\$30.48	\$4,114.80
230B000	7.00	STATION	ROADBED PROCESSING, PER STA, BOTH LANES	Eight Hundred Two Dollars and Eighty Six Cents	\$802.86	\$5,620.02
301A012	4,210.00	SQUARE YARD	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	Twenty Seven Dollars and Fifty One Cents	\$27.51	\$115,817.10
401A000	4,210.00	SQUARE YARD	BITUMINOUS TREATMENT, TYPE A	One Dollar and Forty One Cents	\$1.41	\$5,936.10
408A051	2,223.00	SQUARE YARD	PLANING EXISTING PAVEMENT, 0"-2"	Six Dollars and No Cents	\$6.00	\$13,338.00
429A000	6,000.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Nine Dollars and Thirty Seven Cents	\$109.37	\$656,220.00
429A001	100.00	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, PATCHING 1/2" MAX. AGGREGATE SIZE MIX, 165#/SY	One Hundred Seventy Dollars and Sixty One Cents	\$170.61	\$17,061.00
429A002	200.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER LEVELING, 1" MAX. AGGREGATE MIX SIZE	One Hundred Thirty Two Dollars and Seven Cents	\$132.07	\$26,414.00
429B000	550.00	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAX. AGGREGATE SIZE MIX, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	\$102.69	\$56,479.50
429B001	550.00	TON	IMPROVED BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAX. AGGREGATE SIZE, 250#/SY	One Hundred Two Dollars and Sixty Nine Cents	\$102.69	\$56,479.50
600A000	1.00	LUMP SUM	MOBILIZATION	Forty Nine Thousand One Hundred Eighty Two Dollars and One Cent	\$49,182.01	\$49,182.01
614A000	5.00	CUBIC YARD	SLOPE PAVING	Nine Hundred Seven Dollars and Fifty Cents	\$907.50	\$4,537.50
618B003	50.00	SQUARE YARD	CONCRETE DRIVEWAY, 6" THICK	One Hundred Forty Five Dollars and Seventy Five Cents	\$145.75	\$7,287.50
620A000	5.00	CUBIC YARD	MINOR STRUCTURE CONCRETE. INCLUDES REINFORCEMENT	Three Thousand Three Hundred Dollars and No Cents	\$3,300.00	\$16,500.00
623B000	80.00	LINEAR FOOT	CONCRETE CURB, TYPE N	Forty Nine Dollars and Fifty Cents	\$49.50	\$3,960.00
623B001	35.00	LINEAR FOOT	CONCRETE CURB, TYPE N SPECIAL	One Hundred Ten Dollars and No Cents	\$110.00	\$3,850.00
623C000	810.00	LINEAR FOOT	CONCRETE CURB AND GUTTER, TYPE C MODIFIED	Fifty Dollars and Sixty Cents	\$50.60	\$40,986.00
630C000	2.00	EACH	GUARDRAIL END ANCHORS, TYPE 20 SERIES (MASH)	Three Thousand Eight Hundred Fifty Dollars and No Cents	\$3,850.00	\$7,700.00



2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1

Bid Sheet 2 of 3

650A000	588.00	CUBIC YARD	TOPSOIL	Forty Eight Dollars and Seventy Five Cents	\$48.75	\$28,665.00
652A000	4.00	ACRE	SEEDING	Two Thousand Two Hundred Dollars and No Cents	\$2,200.00	\$8,800.00
654A000	220.00	SQUARE YARD	SOLID SODDING	Five Dollars and Sixty One Cents	\$5.61	\$1,234.20
656A000	4.00	ACRE	MULCHING	Four Thousand One Hundred Eighty Dollars and No Cents	\$4,180.00	\$16,720.00
665E000	100.00	SQUARE YARD	POLYETHYLENE	Three Dollars and Thirty Cents	\$3.30	\$330.00
665Q000	100.00	EACH	WATTLE	Seven Dollars and Seventy Cents	\$7.70	\$770.00
680A000	1.00	LUMP SUM	ENGINEERING CONTROLS	Three Thousand Eight Hundred Seventy Nine Dollars and Eighty Two Cents	\$3,879.82	\$3,879.82
701A231	8.50	MILE	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	\$7,562.50	\$64,281.25
701A235	6.05	MILE	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Seven Thousand Five Hundred Sixty Two Dollars and Fifty Cents	\$7,562.50	\$45,753.13
701A240	0.50	MILE	BROKEN WHITE, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	\$4,922.50	\$2,461.25
701A245	3.40	MILE	BROKEN YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Four Thousand Nine Hundred Twenty Two Dollars and Fifty Cents	\$4,922.50	\$16,736.50
701B205	345.00	LINEAR FOOT	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE, (WITH ALL WEATHER ELEMENT)	Two Dollars and Twenty Cents	\$2.20	\$759.00
701C000	3.00	MILE	BROKEN TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	\$1,045.00	\$3,135.00
701C001	13.00	MILE	SOLID TEMPORARY TRAFFIC STRIPE	One Thousand Forty Five Dollars and No Cents	\$1,045.00	\$13,585.00
703A002	3,850.00	SQUARE FOOT	TRAFFIC CONTROL MARKING, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	\$6.60	\$25,410.00
703B002	304.00	SQUARE FOOT	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A (WITH ALL WEATHER ELEMENT)	Six Dollars and Sixty Cents	\$6.60	\$2,006.40
705A000	572.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Five Cents	\$6.05	\$3,460.60
705A030	119.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	Six Dollars and Five Cents	\$6.05	\$719.95
705A037	542.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Five Cents	\$6.05	\$3,279.10
705A038	544.00	EACH	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Five Cents	\$6.05	\$3,291.20
740A000	1.00	LUMP SUM	TRAFFIC CONTROL SCHEME, COMPLETE	Nine Thousand Three Hundred Fifty Dollars and No Cents	\$9,350.00	\$9,350.00
742A001	2.00	EACH	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	One Thousand Nine Hundred Twenty Five Dollars and No Cents	\$1,925.00	\$3,850.00
999-X	1.00	LUMP SUM	WORK OF A SIMILAR NATURE, UTILIZING BID ITEMS AND UNIT PRICES, TO BE DETERMINED BY THE ENGINEER	Twenty Five Thousand Dollars and No Cents	\$25,000.00	\$25,000.00
TOTAL BASE BID				One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents		\$1,426,577.00



2023-3005-06
Hamilton Boulevard Resurfacing
ADDENDUM #1

Bid Sheet 3 of 3

BID SUMMARY

	WRITTEN IN WORDS	NUMERICAL BID AMOUNT
TOTAL BASE BID	One Million Four Hundred Twenty Six Thousand Five Hundred Seventy Six Dollars and Ninety Nine Cents	\$1,426,577.00

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK

COMPANY John G. Walton Construction Co., Inc.
SIGNATURE John G. Walton
DATE 6/28/2023

Base Bid

Total (All items listed in Proposal) \$ 1,426,577.00

Written in words one million four hundred twenty-six thousand five hundred seventy-seven & zero cents

Number of working days to complete 60

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By _____

Signature of Bidder John G. Walton Construction Co., Inc.
(If a Corporation)

By John G. Walton
President
JOHN G. WALTON, PRESIDENT

[Signature]
Secretary

John G. Walton
Treasurer

(Corporate Seal)

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

Business Address P.O. Box 81222 Mobile, AL 36689

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

ATTEST: [Signature]
Secretary

20293
State License Number

Corporate Seal



Transportation Safety Division

3M™ Connected Roads All Weather Elements

Product Bulletin CR AWE
May 2020

Replaces Product Bulletin Series Dry, Series 50, Series 70, Series 90, and Series Wet
Dated January 2019

1 Description

3M™ Connected Roads All Weather Elements ("Elements") have been designed for use on roadways and highways, primarily as long line pavement markings. They can be used in either new marking applications or as parts of maintenance marking applications. Elements, when used with compatible binders, form markings that are highly visible, day and night, under both dry and wet weather conditions.

Table 1. 3M™ Connected Roads All Weather Elements Product Family

Series Names			
Dry White	50	90	Wet White
Dry Yellow	51	91	Wet Yellow
Dry M White	50M	70M	Wet M White
Dry M Yellow	51M	71M	Wet M Yellow
Dry E White	50E	70E	Wet E White
Dry E Yellow	51E	71E	Wet E Yellow

2 Composite optic construction

Elements consist of an outer layer of microcrystalline ceramic beads partially embedded into composite cores to help provide optimal performance under dry and/or wet conditions.

3 Specifications

3.1 Retroreflectivity

Elements, when tested according to the methods below, shall have the minimum wet and dry cup brightness values presented in Table 2.

Table 2. Minimum Initial Coefficients Of Retroreflection [cd/lx/m²]

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Dry Cup Brightness R_A , cd/lx/m²	White: 18.6 Yellow: 11.5	White: 7.4 Yellow: 4.6	White: 1.8 Yellow: 1.1	N/A
Wet Cup Brightness R_A , cd/lx/m²	N/A	White: 2.4 Yellow: 1.2	White: 4.2 Yellow: 2.1	White: 6.0 Yellow: 3.0

3.2 Retroreflectivity measurements

3.2.1 Equipment and supplies

- 200 mL to 800 mL (8 to 24 ounce) glass jar and lid
- No. 30 US mesh 200 mm (8") sieve or close equivalent
- Sieve pan
- Sieve lid
- 400 mL glass beaker
- Glass stir rod or metal spatula
- Large glass or plastic funnel (greater than 130 mm/5" top opening)
- Balance, accurate to 0.1 gram
- Metal or plastic sample weighing pans
- Concentrated Simple Green® All Purpose Cleaner
- Drying oven, set to 65°C (150°F)
- Sample cups – Glass petri dishes, approximately 50 mm to 100 mm (2 to 4") diameter and at least 12 mm (½") high
- RoadVista® 932 retroreflectometer or equivalent conforming to CIE Publication 054.2-2001 and/or ASTM E1709, capable of pointing nearly vertically down onto a sample resting on a horizontal surface with -4.0° entrance angle and 0.2° observation angle
- Wash bottle with water and soap solution – 200:1 water to pH neutral household dish-washing detergent (5 g/L)

3.2.2 Sample preparation

1. Collect a representative sample of Elements.
2. Measure out 100 grams of sample using balance.
3. Place 100 grams sample of Elements in clean glass jar and screw on lid.
4. Shake vigorously by hand for one minute to remove fines.
5. Attach sieve pan to bottom of sieve.
6. Empty jar contents onto the sieve.
7. Place lid on sieve, then swirl and shake sieve and contents for 30 seconds.
8. Remove sieve pan and lid and discard pan contents.
9. Transfer sieve contents into a clean 400 mL glass beaker, using funnel if necessary.
10. Pour or spray Simple Green® over the Elements until Elements are barely submerged.

11. Swiftly stir submerged Elements with glass rod or spatula for 20 seconds and let stand for 20 minutes. Fill the beaker to at least half way with clean water, then stir for 20 seconds.
12. Decant as much liquid from the beaker as possible without pouring out Elements.
13. Refill beaker containing Elements to at least half way with clean water, stir for 20 seconds, then decant as much liquid as possible. Repeat until rinse water is clean and clear (3-5 times).
14. Pour the Elements from the beaker onto the sieve, to remove any excess water, and spread them out evenly on the sieve screen to form a thin layer. Rinse the elements in the sieve tray with clean water to remove any remaining debris and cleaning solution. Tilt the sieve slightly to allow excess retained water to run out of the sieve.
15. Place the sieve with Elements in the 65°C (150°F) drying oven and leave until thoroughly dry (allow at least 30 minutes).
16. Remove sieve and Elements from the oven and allow to cool to room temperature.
17. Transfer enough of the cooled Elements from the sieve to a glass petri dish, using a funnel if necessary, to form an even layer of Elements about 6 mm (¼") deep.

3.2.3 Dry cup brightness test procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
3. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
6. Take a measurement and record the RA value in cd/lx/m².
7. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.2.4 Wet cup brightness test procedure

1. Calibrate retroreflectometer according to manufacturer's recommendations.
2. Use manufacturer-supplied stabilizing devices to ensure proper alignment of retroreflectometer with the sample in the petri dish.
2. Set the retroreflectometer to take measurements using -4.0° entrance angle and 0.2° observation angle.
4. Place the dish and sample on a flat, level surface.
5. Using the wash bottle, gently flood and cover the Elements in the petri dish with the soap and water solution. Manually press down any Elements that float to ensure a smooth, even liquid surface above the Elements, across the entire petri dish.
6. Carefully rest the instrument on the rim of the petri dish with its measurement area positioned over the Elements.
7. Take a measurement and record the RA value in cd/lx/m².
8. Repeat the procedure for 2 more samples from each batch or lot and report values as the averages of the three samples.

3.3 Gradation

The gradation of Elements shall meet or be within the limits in Table 3.

Table 3. Element Gradation

US mesh	Micron	Mass percent of elements passing ASTM D1921
10	2000	95-100
14	1410	0-40
20	850	0-5

4 Elements use and binder compatibility

Table 4 presents the general compatibilities of Elements with several common pavement marking binders.

Table 4. General Compatibilities of 3M™ Connected Roads All Weather Elements

Binder	Target thickness final dry/urea ² (mils, 0.001")	Elements series for high dry reflectivity	Elements series for balanced wet and dry reflectivity	Elements series for high wet reflectivity	Elements series for all wet reflectivity
High build water-borne paint	18-25+	Dry	50	90	Wet
Thermoplastic	≥90	Dry	50	90	Wet
3M LPM 5000	18-25+	Dry	50	90	Wet
Epoxy and Polyurea (excluding LPM 5000)	18-25+	Dry E	50E	70E	Wet E
Methyl Methacrylate (MMA)	20-150+	Dry M	50M	70M	Wet M

4.1 Reflective elements for high build waterborne paint

3M™ Connected Roads All Weather Elements Series Dry, 50, 90, and Wet are generally compatible with paints formulated with Dow® FASTRACK™ HD21-A binder. Since formulations may vary, users should test for ultimate compatibility and performance. Markings should be applied at a target wet thickness of at least 25 mils (0.025").

4.2 Reflective elements for thermoplastic markings

3M™ Connected Roads All Weather Elements Series Dry, 50, 90, and Wet are generally compatible with formulations based on alkyd and hydrocarbon binders with a target thickness greater than 90 mils. At a minimum, these materials should meet AASHTO M249 specifications. Since formulations may vary, users should test for ultimate compatibility and performance.

4.3 Reflective elements for epoxy and polyurea markings

3M™ Connected Roads All Weather Elements Series Dry E, 50E, 70E, and Wet E are generally compatible with formulations of epoxy and polyurea pavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

4.4 Reflective elements for 3M LPM 5000 markings

3M™ Connected Roads All Weather Elements Series Dry, 50, 90, and Wet are compatible with 3M LPM 5000 markings. Please see [3M Product Bulletin 3M LPM 5000](#) for further information.

4.5 Reflective elements for Methyl Methacrylate (MMA) markings

3M™ Connected Roads All Weather Elements Series Dry M, 50M, 70M, and Wet M are generally compatible with MMA pavement markings. Since formulations may vary, users should test for ultimate compatibility and performance.

5 Installation

5.1 Weather and pavement conditions

3M™ Connected Roads All Weather Elements should be applied according to the manufacturer's application guidelines for the appropriate binders.

5.2 Installation equipment

3M™ Connected Roads All Weather Elements must be installed using a double-drop Element/bead delivery system. The 3M™ Elements must be installed as the first drop of the two drop system and at a truck speed of no greater than 8 mph to minimize loss, prevent rolling, and ensure adequate sink. Contact 3M Technical Service at 1-800-553-1380 for additional information on modifying existing equipment.

5.3 Binder thickness

3M™ Connected Roads All Weather Elements should be applied at target binder thicknesses according to the guidelines presented in Table 4. Contact 3M Technical Service for product recommendations and additional application information and restrictions.

5.4 Placement of elements and beads

3M™ Connected Roads All Weather Elements and accompanying second drop beads should be applied to pavement marking binders such that the 3M™ Connected Roads All Weather Elements and beads do not roll, thus ensuring that their exposed portions are free of binder material. 3M™ Connected Roads All Weather Elements and beads should be embedded (sunk) into binders to a depth of approximately 50% of their diameter. Under-sinking the 3M™ Connected Roads All Weather Elements and beads will result in their premature loss and the optical failure of the marking. Over-sinking the Elements will result in low dry and wet brightnesses.

5.5 Typical properties

Typical initial retroreflectance values are shown in Table 5. Some variance should be expected across applications, and all values represent initial properties unless otherwise noted.

Table 5. Typical average initial coefficients of retroreflected luminance* [mcd/m²/lx].

Property/test method	Series Dry, Dry E, Dry M	Series 50, 50E, 50M	Series 90, 70E, 70M	Series Wet, Wet E, Wet M
Retroreflectivity, dry average ASTM E1710	White: 1250 Yellow: 900	White: 700 Yellow: 525	White: 500 Yellow: 375	N/A
Retroreflectivity, wet recovery average ASTM E2177	N/A	White: 275 Yellow: 225	White: 375 Yellow: 300	White: 400 Yellow: 325
Retroreflectivity, wet continuous average ASTM E2832	N/A	White: 200 Yellow: 150	White: 275 Yellow: 225	White: 300 Yellow: 250

a. Typical retroreflectivity results represent average performance for smooth pavement surfaces. Results may vary due to differences in pavement type and surface roughness. Initial readings taken of "M" or "E" Elements must be performed after the treatment has been cleaned off of the Elements. Increased Elements drop rate may be necessary to compensate for increased surface area characteristic of rough pavement surfaces. Wet retroreflectivity testing of markings applied in grooved or recessed surfaces is difficult since water pools in recesses. In such cases, consider installing sections of pavement markings for testing on either a smooth section of the pavement surface, or on rigid panels (50 mil aluminum). If markings are applied to panels, allow them to cure, then move them carefully for retroreflectivity testing – make sure to protect the optics when transporting.

Elements with "E" and "M" designations have been treated to prevent them from over-sinking into the binder and to slow the wicking of the binder onto the Elements. This treatment causes a temporary reduction in retroreflectivity that is regained after exposure to weather and vehicle traffic. Retroreflectivity recovery may take up to 5 weeks, depending on the weather and vehicle traffic levels. Data presented in Table 5 were, therefore, taken after the treatment was cleaned off. Similarly, users should take initial retroreflectivity readings on E and M type Elements after the treatment has been cleaned off by exposure to weather and vehicle traffic. However, if spot checks are required for markings containing "E" or "M" Elements at the time of application, they should only be performed upon fully hardened markings and after the treatment has been manually cleaned off of the Elements. To remove the treatment, soak the line section to be measured with Concentrated Simple Green® All Purpose Cleaner. Let stand for 2 minutes, then rinse clean with water. Blot the line with a clean, dry cotton towel to remove excess water and allow to dry completely before performing dry or wet retroreflectivity tests.

Table 6 show typical properties for markings made with Elements.

Table 6. Other Typical Properties of 3M™ Connected Roads All Weather Elements

Property	Test Method	Expected Result
Index of refraction of ceramic beads	ASTM E1967-98	1.89 for Dry, 2.4 for Wet
Acid resistance of glass	24-hr exposure of microcrystalline ceramic beads to 1% solution (by weight) sulfuric acid	No more than 15% of beads showing distinct opaque surface upon microscopic examination

5.6 Traffic marking binder material

The marking binder shall be of quality and type as designated by governing agency. The quality binder shall be thoroughly mixed, homogeneous, and applied to the road surface per manufacturer's specifications.

5.7 3M™ Connected Roads All Weather Elements

Elements must be installed using the double-drop Element/bead delivery system. The Elements must be installed as the first drop of the double-drop system. The Elements shall be of the colour of the traffic marking binder. Elements types shall also be chosen for each binder type according to the criteria described in Table 4. The typical gradation for Elements is shown in Table 3. Contact 3M application engineering for additional installation questions.

5.8 3M™ Connected Roads All Weather Elements application rates

Minimum Elements application rates for smooth or densely-packed pavement surfaces are presented in Table 7. The application rates stated provide good initial retroreflectivity and match the longevity, or restripe frequency, of most pavement marking binder systems to which the Elements are installed. More heavily traveled roads will require greater quantities of Elements to achieve similar longevity. Rough pavement surfaces (open-graded mixes, large stone mixes, etc.) can have up to 50% more surface area than smooth surfaces. As a result, rough pavement surfaces require greater quantities of marking materials (binder, Elements, and beads) than smooth surfaces to achieve similar coverages.

Table 7. 3M™ Connected Roads All Weather Elements Application Rates

Units	Minimum for durable markings on smooth surface	Minimum for high build paint or Temporary markings on Smooth surface
Pounds per 4" lineal foot	0.018	0.009
Pounds per mile, 4" width	93	46.5
Grams per 4" lineal foot	8	4
Grams per square foot	24	12
Grams per square meter	260	130
Pounds per gallon - 20 mils ~ 240 ft/gal	4.2	2.1
Pounds per gallon - 25 mils ~ 190 ft/gal	3.4	1.7
Pounds/100 sq ft	5.3	2.6

Refer to Appendix on page 9 for metric measurements.

5.9 Second drop glass beads

A second drop of glass beads is necessary to improve physical characteristics, durabilities of finished markings, and assure expected track-free times. Glass beads usually provide some measure of increased visibility during dry conditions as well.

Many different glass bead gradations are currently used for pavement markings. Table 8 presents glass bead gradations appropriate for application to paint, polyurea, epoxy, 3M LPM 5000, MMA, and thermoplastic. The gradation of the second drop must meet or be within the limits in Table 8.

Table 8. Typical Gradations Of Second Drop Glass Beads

Common bead types with liquid pavement markings Bead gradations – mass percent passing (ASTM D1213)					
US Mesh	Microns	AASHTO M247 Type 1	Missouri Specification Type P ^a	FP03-718.19 Type 3	18/50 (Utah) Performance Specification
12	1700			100	
14	1410			95 - 100	
16	1180	100		80 - 95	
18	1000			10 - 40	65 - 80
20	850	95 - 100	90 - 97	0 - 5	
25	710			0 - 2	
30	600	75 - 95	60 - 87		0 - 30
40	425				
50	300	15 - 35	0 - 15		0 - 5
70	212		0 - 5		
80	180				
100	150	0 - 5			

a. A minimum of 15% of the total weight shall be from direct melt glass. All +30 US mesh beads shall be 85% minimum rounds and have a minimum crush strength of 30 lb in accordance with ASTM D1213.

Typical glass bead application rate ranges are shown in Table 9.

Table 9. Typical Glass Bead Application Rates

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy ^a	MMA	Thermoplastic
Pounds per 4" lineal foot	0.026 - 0.053	0.033 - 0.053	0.05 - 0.0917	0.033 - 0.053	0.033 - 0.053
Grams per 4" lineal foot	12 - 24	15 - 24	22.7 - 41.6	15 - 24	15 - 24
Pounds per gallon - 20 mils ~240 ft/gal	6.4 - 12.8	8.0 - 12.8	12 - 22		
Pounds per gallon - 25 mils ~190 ft/gal	5.1 - 10.2	6.4 - 10.2	9.5 - 17.4		
Pounds/100 sq ft	7.94 - 15.87	9.92 - 15.87	15 - 27.5	9.92 - 15.87	9.92 - 15.87
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP - 3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time. Refer to Appendix on page 9 for metric measurements.

5.10 Quality of second drop glass beads

The required glass beads shall have an index of refraction of 1.5 when tested by the immersion method at 25°C (77°F). The glass beads shall be surface treated for optimal performance with the liquid binder traffic marking. The glass beads shall have a minimum of 70% rounds as measured according to ASTM D1155. The surfaces of the glass beads shall be free of pits and scratches. The glass beads retained on a #40 U.S. mesh sieve (425 microns) shall have a minimum crush strength of 13.6 kg (30 pounds), in accordance with ASTM D1213.

6 Storage

For best results, store Elements, covered and off the ground, in a cool (4-38°C, 40-100°F), dry area, indoors or outdoors. Use Elements within one year of receipt. Follow binder and glass bead manufacturer's instructions for storage.

7 Health and safety information

Read all health hazard, precautionary, and first aid statements found in the Safety Data Sheet (SDS) and/or product labels of chemicals prior to handling or use. Refer to SDSs for information regarding volatile organic compound (VOC) contents of chemical products. Consult local regulations and authorities for possible restrictions on product VOC content and/or VOC emissions.

8 Quality policy and warranty information

8.1 3M Basic Product Warranty

3M has no control over application methods or the quality of the surface to which materials are applied. Therefore, 3M's warranty for Elements shall be limited to the quality of materials supplied.

Elements are warranted ("Basic Warranty") to be free of defects in materials and manufacture at the time of shipment and to meet the specifications stated in this product bulletin. If the Elements are proven not to have met the Basic Warranty on their shipment date, then a buyer's exclusive remedy, and 3M's sole obligation, at 3M's option, will be refund or replacement of the Elements.

8.2 Disclaimer

THE 3M WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM, OR USAGE OF TRADE.

8.3 Limitation of liability

Except for the limited remedy stated above, and except where prohibited by law, 3M will not be liable for any loss or damage arising from the use of or the inability to use the Elements or any 3M product, whether direct, indirect, special, incidental, or consequential damages (including but not limited to lost profits, business, or revenue in any way), regardless of the legal theory asserted including warranty, contract, negligence, or strict liability. Before using, the user shall determine the suitability of Elements for his/her intended use and the user assumes all risk and liability whatsoever in connection therewith.

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in our literature to a commercially available product made by another manufacturer (for example, application equipment), it shall be the user's responsibility to ascertain its effectiveness and to take any precautionary measures required for its use, as outlined by the product's manufacturer.

9 Other product information

Always confirm that you have the most current version of the applicable product bulletin, information folder, or other product information from 3M's Website at 3M.ca/RoadSafety.

10 Literature references

<u>3M IF 5.22</u>	All Weather Paint Application Guidelines for Elements and Glass Beads on a High-Build Waterborne Traffic Marking Paint
<u>3M IF 5.23</u>	3M™ Connected Roads All Weather Elements Application Guidelines for 3M Connected Roads All Weather Elements
<u>3M IF 5.24</u>	3M™ All Weather Thermoplastic Pavement Markings Application Guidelines
<u>3M IF 5.28</u>	Liquid Pavement Marking Application Guidelines Series 5000
<u>3M PB AWP</u>	All Weather Paint
<u>3M PB AWT</u>	All Weather Thermoplastic
<u>3M PB LPM 5000</u>	3M™ Liquid Pavement Marking Series 5000

ASTM Test Methods are available from ASTM International, West Conshohocken, PA.

Appendix – Metric Measurements

Table 7. 3M™ Connected Roads All Weather Elements Application Rates (Refer to page 6)

Units	Minimum for durable markings on smooth surface	Minimum for high build paint or Temporary markings on Smooth surface
Kilogram per 4" lineal meter	0.027	0.013
Kilogram per Kilometer, 4" width	27	13
Kilogram per sq meter	0.26	0.13
Kilogram/L - 0.508 mm	0.503	0.252
Kilogram/L - 0.635 mm	0.407	0.204
Kilograms/100 sq m	26	13

Table 9. Typical Glass Bead Application Rates (Refer to page 7)

Binder Type Units	High Build Waterborne Paint	Polyurea / 3M LPM 5000	Epoxy ^a	MMA	Thermoplastic
Kilogram per 4" lineal meter	0.0387 - 0.0789	0.0491 - 0.0789	0.0744 - 0.1365	0.0491 - 0.0789	0.0491 - 0.0789
Kilogram/L - 0.508 mm	0.767 - 1.534	0.959 - 1.534	1.438 - 2.646		
Kilogram/L - 0.635 mm	0.611 - 1.222	0.767 - 1.222	1.138 - 2.085		
Kilograms/100 sq m	38.77 - 77.48	48.43 - 77.48	73.24 - 134.27	48.43 - 77.48	48.43 - 77.48
Preferred bead type	Missouri Type P or 18/50 (Utah)			18/50 (Utah) or FP - 3 #718.19 Type 3	

a. Bead drop rate may be adjusted to achieve adequate track-free time.

**For information or assistance call: 1-800-553-1380
In Canada call: 1-800-3M HELPS (1-800-364-3577)**

**Internet:
3M.ca/RoadSafety**

3M assumes no responsibility for any injury, loss, or damage arising out of the use of a product that is not of our manufacture. Where reference is made in literature to a commercially available product, made by another manufacturer, it shall be the user's responsibility to ascertain the precautionary measures for its use outlined by the manufacturer.

Important Notice

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable at the time of this publication, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, or conditions express or implied. Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct, indirect, special, or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his/her intended use, and user assumes all risk and liability whatsoever in connection therewith. Statements or recommendations not contained herein shall have no force or effect unless in an agreement signed by officers of seller and manufacturer.



**3M Transportation Safety Division
3M Canada
P.O. Box 5757
London, ON N6A 4T1
Canada
1-800-267-4414
3M.ca/RoadSafety**

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CITY OF MOBILE
PROJECT NUMBER: 2023-3005-06
HAMILTON BOULEVARD RESURFACING

PRE-BID MEETING

Wednesday, June 21, 2023 at 10:00 a.m.

NAME	COMPANY	EMAIL	PHONE NUMBER
Noel Beatty	City of Mobile	noel.beatty@cityofmobile.org	251-328-5345
Brady Logan	COM	Blogan@cityofmobile.org	(205) 602-1013
Jake Clements	COM	jake.clements@cityofmobile.org	(251) 208
RUTCH LADNER	COM TRAFFIC	LADNER@COM	208 294-0
DAVID WARREN	CERM	dwarren@cerm.com	251.332.0806
Curt Dorsey	GET	cdorsey@george.com	251-241-2561
PATRICIA HILL	CERM	phill@cerm.com	404-895-6028
Shaun Shugart	Mobile Asphalt Co.	sshugart@mobileasphalt.com	251-408-0770
Shawn Stapleton	John G. Webster Cash	sshawn@johnquicker.com	251-342-6250
Wayne Curry	Inline	wcurry@inline.com	251-518-0113
JOHN FORRESTER	COM	forresterj@cityofmobile.org	



C·E·R·M



City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2023-3005-06 Current Date 6 / 22 / 23

Project Description Hamilton Boulevard 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.

Reduction of the 15% goal to a 5% goal is requested due to small quantity of subcontractor supplied pay items.

The cost of the construction contract will increase if the general contractor is required to use subcontractor forces in place of their own.

Nick Amberger

Requested By (Department Director)

(Signature)

City Engineer
(Title)

6/22/2023
(Date)

251-208-7426

Telephone Number

nick.amberger@cityofmobile.org
Email Address

Archnique Kidd, Supplier Diversity Manager

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Supplier Diversity Manager

(Signature)

(Title)

June 22, 2023
(Date)

Approved By (CAO)

STATE OF ALABAMA



BID LIMIT: U

AMOUNT: UNLIMITED

LICENSE NO.: 20293

TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

JOHN G WALTON CONSTRUCTION CO INC

MOBILE, AL 36689

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until July 31, 2023 when this Certificate expires.

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

1st day of August, 2022

SECRETARY-TREASURER

Michael B. Ten

Chairman A. Carde-
CHAIRMAN

186305



C·E·R·M

TRANSMITTAL

TO: City of Mobile

FROM: David Warren 

ADDRESS: 205 Government Street
Mobile, AL 36602

DATE: 08-03-2023

ATTN: John Forrester, PE

PROJECT NAME: Hamilton Boulevard
Resurfacing

PHONE: 251-402-0309

COM Project Number: 2023-3005-06

Via:

U.S. MAIL ☐

HAND DELIVERY ☒

OTHER ☐

UPS ☐

Date	Project #	Description
08-03-2023	2023-3005-06	5 – Executed Contracts for the Hamilton Boulevard Resurfacing Project
08-03-2023	2023-3005-06	1 – Letter from H&H Insurance (surety)

John,

Please find attached 5 Executed Contracts for the Hamilton Boulevard Resurfacing Project for approval by the City of Mobile.

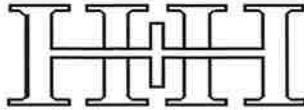
Also please find attached a letter from the John G. Walton Construction Company surety, giving the City of Mobile POA and permission to date the bonds as needed.

Please let me know if you need any additional information.

CERM appreciates this opportunity and we are looking forward to working on this project with the City of Mobile.

GULF REGIONAL OFFICE

2 South Water Street, Suite 300
Mobile, AL 36602
Phone: 251-690-9080 · Fax: 251-690-7780
cerm.com



INSURANCE SERVICES, INC.

Insurance Brokers & Consultants

3160 Campus Drive ■ Suite 100 ■ Norcross Georgia 30071
(678) 252-1470 Telephone

July 26, 2023

City of Mobile, Alabama
205 Government Street
Mobile, AL 36602

Re: John G. Walton Construction Company, Inc.
Bond No. 9420765
Project – Hamilton Boulevard Resurfacing
Contract Price: \$1,426,577.00

To Whom It May Concern:

As a representative of Fidelity and Deposit Company of Maryland regarding the abovementioned performance and payment bonds written on behalf of John G. Walton Construction Company, Inc., I give City of Mobile, Alabama the authority to date the performance and payment bonds, as well as the Power of Attorney(s) for the above referenced project.

We would appreciate you confirming the date with us for our records.

Should you have any questions, please don't hesitate to contact me at (678) 252-1470.

Kindest Regards,

Leslie A. Paulsen
Senior Vice President and Attorney-In-Fact

Cc: John G. Walton Construction Company, Inc.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Ricardo Woods

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To waive the building permit fees of approximately 10 residential homes that are located in areas annexed into the City effective 7/25/23 that were previously permitted by the City of Semmes prior to 7/25/23 annexation.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	8/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	8/16/2023 - 11:48 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 3:08 PM
Legal	Kern, Chris	Approved	8/16/2023 - 11:48 AM

RESOLUTION

Sponsored by: Mayor Stimpson

WHEREAS, certain properties that were in the Police Jurisdiction of the City of Semmes were annexed into the City of Mobile effective July 25, 2023; and,

WHEREAS, prior to said annexation an estimated ten (10) builders of residential homes had paid for and obtained building permits from the City of Semmes; and,

WHEREAS, following the annexation the estimated ten (10) properties that are the subject of the building permits are now within the jurisdiction of the City of Mobile and subject to permitting and inspections by the City of Mobile; and,

WHEREAS, the City of Mobile desires to relieve the aforesaid builders of having to pay for two building permits issued by two separate governmental entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that building permit fees assessed by the City of Mobile are hereby waived for those residential homes that are located in areas that were annexed into the City of Mobile effective July 25, 2023 and that were permitted by the City of Semmes prior to July 25, 2023.

ADOPTED:

CITY CLERK



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Joseph Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To provide a license for Yumul International Enterprises, LLC, to operate a sundry shop inside the secure area of the Mobile Alabama Cruise Terminal for cruise ship crewmembers.

Amount of Contract:

Revenue to the City of \$27,000/3 years

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Cruise Terminal Cruise Shop	Cover Memo	8/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/17/2023 - 9:53 AM
Legal	Kern, Chris	Approved	8/17/2023 - 10:03 AM
Legal	Kern, Chris	Approved	8/17/2023 - 10:03 AM
Mayors Office	Montgomery, Brandi	Approved	8/17/2023 - 2:55 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.*

RESOLUTION

Sponsored by: William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract license, by and between the City of Mobile and YUMUL INTERNATIONAL ENTERPRISES, LLC, in the amount of \$750 per month to be paid to the City of Mobile, for one year, and renewable for two additional one-year periods without further Council approval, for the operation of a sundry shop and telephone center in the Mobile Alabama Cruise Terminal for the benefit of cruise ship crews, 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



AGREEMENT BETWEEN THE CITY
OF MOBILE AND
YUMUL INTERNATIONAL
ENTERPRISES, LLC

The City of Mobile ("City"), a municipal corporation organized under the laws of the State of Alabama, hereby licenses the crew shop and phone center ("Shop") in the Mobile Alabama Cruise Terminal ("Cruise Terminal") to Yumul International Enterprises, LLC ("Yumul"), a company organized under the laws of the State of Louisiana and registered to do business in the State of Alabama, under the following terms and conditions:

1. Yumul shall operate the Shop in an area of the Cruise Terminal identified on **Exhibit A** attached hereto and hereafter referred to as the "premises." Yumul will operate the Shop for the benefit of visiting ship crew and staff as specified in **Exhibit B**.
2. Yumul shall pay to the City of Mobile a license fee in the amount of \$750 per month, payable the first day of each month. The license fee is past due on the tenth of the month.
3. Yumul agrees that it shall have access to the premises designated for its use between the hours of 7:00 a.m. and 5:00 p.m. every cruise day, and at other times with permission from terminal management.
4. Breach. In the event of any breach or apparent breach by Yumul of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, the City may terminate the license and Yumul 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.
5. Term: Term: The term of this Agreement shall commence upon execution and shall be in full force and effect for one year. The City has the right to renew this agreement for two additional one-year periods on the same terms and conditions as the initial term. In any event, this Agreement may be cancelled by either party upon sixty (60) days' written notice to the other party of its intention to terminate the agreement.



6. Upon cancellation or termination of this Agreement, Yumul agrees to remove all of its portable personal property, without causing material damage to the premises, from the premises within 30 days of the date of the cancellation or termination. All fixtures, equipment, furniture, appliances, or objects of whatever nature, installed on behalf of the Shop by the City shall remain the property of the City. Yumul agrees to return the premises in the same condition and state of repairs as those on the day it begins its business operations on the premises.
7. Yumul agrees that it is solely responsible for the safekeeping and security of any personal property stored, held as inventory or otherwise left on the Premises. Yumul agrees City shall not be responsible or liable for any damage, injury or theft of said property under any circumstances.
8. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in Yumul and shall not be liable for any debts or obligations incurred by Yumul, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Yumul, nor shall Yumul at any time use the name or credit of the City in purchasing or attempting to purchase anything whatsoever.
9. In the performance of its operations and obligations hereunder, Yumul 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 Yumul provided for herein are performed.
10. Yumul acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for the City's having entered into this Agreement. Therefore, Yumul shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City.
11. Yumul 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.
12. Nondiscrimination: Yumul agrees it 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.

13. Insurance. For the term of this Agreement, Yumul 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 Alabama Cruise Terminal and the City of Mobile as an additional insured, and shall attach as **Exhibit C** to this Agreement, 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. Said certificate shall require that said insurance coverage will not be altered or terminated unless the City shall be given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alternation or termination.

14. Communications: Both parties agree that all notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Office of the Mayor
City of Mobile
P.O.Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P. O. Box 1827
Mobile, AL 36633-1827

And to Yumul:

Thelma Yumul
Yumul International Enterprises, LLC
845 Fulton Street
New Orleans, LA 70130

15. Yumul shall obtain, at its own expense, all necessary licenses, permits, authorization and assurances necessary in order to abide by the terms of this Agreement.



16. Immigration. 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. 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.
18. Indemnification: Yumul agrees to indemnify and hold the Alabama Cruise Terminal, its agents and employees, and 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 by Yumul and/or the activities of Yumul, 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, Yumul 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 Yumul or the City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.
19. Venue and Jurisdiction. 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 is a court of proper jurisdiction in Mobile, Alabama.



IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 11th day of August, 2023.

Yumul International Enterprises, LLC

By: _____

Name/Title: Thelma Yumul

Acknowledgement

The State of AL }

Mobile County }

I, Glenda M. Chambers, a Notary Public, in and for said County in said State, hereby certify

that Thelma Yumul whose name as President of Yumul International Enterprises, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.



GIVEN UNDER MY HAND AND SEAL this the 11th day of August, 2023

Notary Public

City of Mobile, A Municipal Corporation

Mayor

ATTEST

City Clerk



- Exhibit A Approximate Floor Plan of Crew Shop**
- B Shop Operation Requirements**
- C Insurance**

Exhibit "A"

1632 square feet located on the South end of the 1st floor in the Alabama Cruise Terminal, 201 S. Water Street, entrance to the Crew Store being on the North side of Eslava Street.

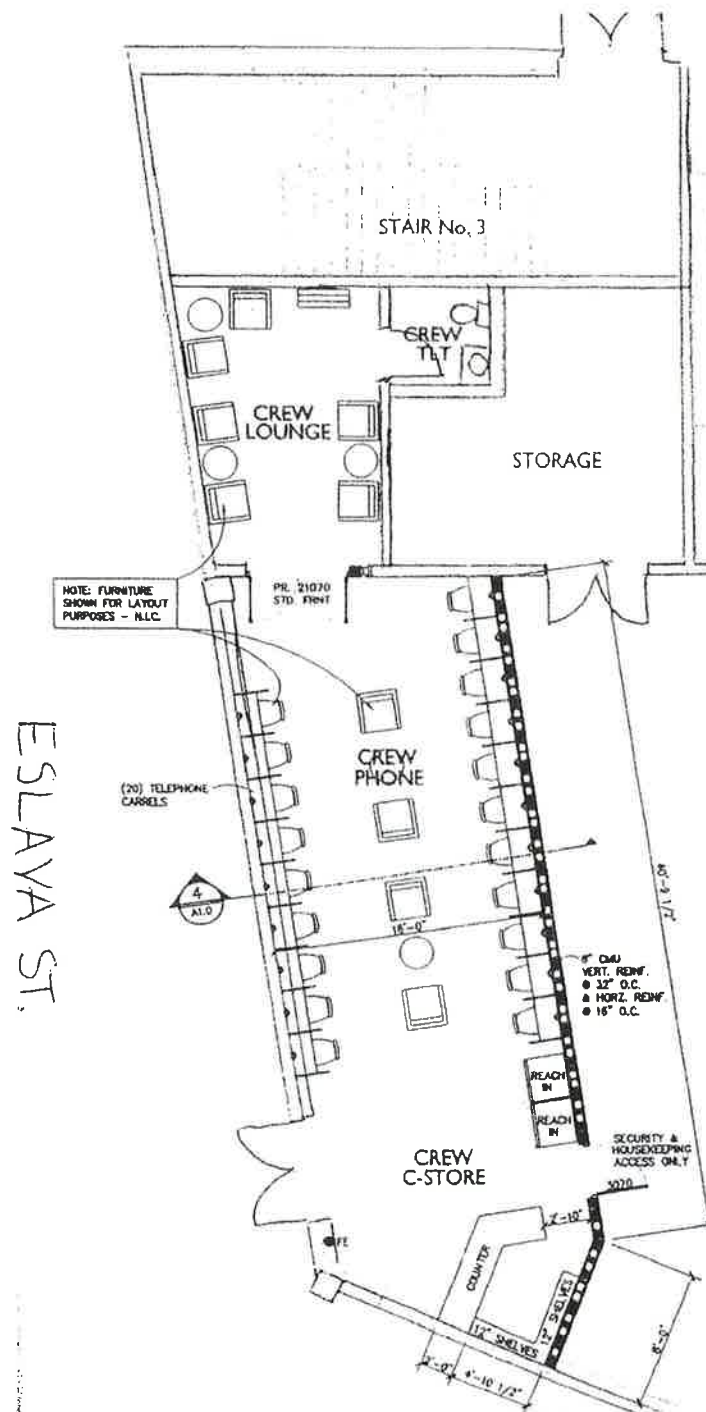




Exhibit B: Shop Operation Requirements

1. Yumul International Enterprises, LLC ("Yumul") is required to set up and operate a convenience store and telephone lounge for visiting cruise ship crewmembers within the Mobile Alabama Cruise Terminal ("MACT") space the City provides by license to Yumul in the MACT.
2. Yumul is expected to provide the following services:
 - a. Stock and operate a crew sundry store, to include specialty food items suited for the international makeup of cruise vessel staff and crew
 - b. Provide international money wiring service
 - c. Manage a pay-phone call area
 - d. Maintain a lounge service with internet access
 - e. Provide local information for crew/staff.
3. Yumul is not expected to provide prepared food, transportation, currency exchange.
4. Yumul is expected to provide a clean and attractive space for customers, and take positive steps to prevent pest infestation. Yumul is required to report any sign of pest infestation immediately to MACT management.
5. Yumul will be required to operate this shop on all days and for the duration of time cruise vessels are in port and crew and staff are free to depart the ship. Crew size is approximately 990 for this vessel. Yumul is expected to have the facility open for all cruise vessel visits with 96-hour advanced notice of vessel arrival.
6. City will provide the room and basic utilities to include power, water, data connectivity, and 20 phone lines and phone carrels. City retains right of entry and use at any or all times for any purpose to space, but agrees to coordinate with Yumul regarding any such entry and use.
7. Yumul will be required to outfit the facility with the necessary shelving and equipment to perform the services required.
8. Every member of Yumul's staff working at the MACT will be required to have a Transportation Worker Identification Credential (TWIC) in accordance with the MACT Facility Security Plan. All Yumul staff members must have their TWIC on their person at all times when performing duties at the MACT. There will be no exceptions to this requirement. Yumul is expected to observe all security requirements as directed by MACT management.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2023

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

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

PRODUCER Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410	CONTACT NAME: Kirt Hartman PHONE (A/C, No, Ext): (504) 525-9901 E-MAIL ADDRESS: kirt@hmia.com FAX (A/C, No): (504) 569-9900																					
INSURED Yumul International Enterprises, LLC, DBA: Philippine International 3832 Lake Lynn Dr Gretna LA 70056-8337	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Casualty Co</td><td>20443</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Casualty Co	20443	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Continental Casualty Co	20443																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** CL2351625427**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			2090439703	05/29/2023	05/29/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			2090439703	05/29/2023	05/29/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Ref Location 201 S Water St Mobile, AL. 36602 - Certificate Holder is named as an Additional Insured as required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile dba Mobile Alabama Cruise Terminal P O Box 1827 Mobile AL 36608	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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Alabama Secretary of State



Yumul International Enterprise, LLC	
Entity ID Number	000 - 586 - 172
Entity Type	Foreign Limited Liability Company
Principal Address	201 South Water Street Mobile, AL 36602
Principal Mailing Address	845 Fulton Street New Orleans, LA 70130
Status	Exists
Place of Formation	Louisiana
Formation Date	07/31/2003
Qualify Date	09/05/2019
Registered Agent Name	Gurganus, Sheila
Registered Office Street Address	1711 Fort Scott Drive Eight Mile, AL 36613
Registered Office Mailing Address	1711 Fort Scott Drive Eight Mile, AL 36613
Nature of Business	
Doing Business in AL Since	09/05/2019
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	2020
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/05/2019 Certificate of Formation 2 pgs.

[Browse Results](#)
[New Search](#)

Business Accounts Inquiry [City of Mobile]

Business

Account ID *	104995	DBA	YUMUL INTERNATIONAL
☐ Out of Local Area		Status	ACTIVE ☐ Permanent
Mail/Development		Jurisdiction	C - CITY
Location	201 SOUTH WATER STREET MOBILE AL 36602	Area	CITY - CITY
Parcel ID	03402259	Type	JV ☐ JOINT VENTURE
Location Descr		Square Feet	
P/P ID		Last maint	12/28/2016 By CONV
Source		Last audit	
		Assoc business	

Business Info NAICS/SIC Contact Info Text/Comments Other Facility User Defined

Business Owner	107580			C of O	
	YUMUL INTERNATIONAL			Fiscal Month/Dates *	1 -
DBA *	YUMUL INTERNATIONAL			Territory	T2 TERRITORY 2
☐ License CIDs				Bus Start/Close	05/16/2016
R/E Owner	0			Lease End	☐ Leased
Agent/Operator	107581			Bankruptcy	
	YUMUL INTERNATIONAL			Last License	02/02/2023
Other CID	0			Filing history limit	0
Mail to				☒ Allow account update in BL Self Service	

☒ Text ☐ Special Conditions ☐ Approvals ☐ Open Lic Items ☐ Prepayments



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Justin Brown

Amount of Contract:

n/a

Effective Date of Contract:

8/29/2023

Funding Source

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

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 - Brown	Resolution Letter	8/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	8/17/2023 - 1:05 PM
			8/17/2023 - 2:15

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
8/17/2023 - 3:03
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized 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 Justin Brown, 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\D017\P005\00118772.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Antronne Jermaine Holder

Amount of Contract:

n/a

Effective Date of Contract:

8/29/2023

Funding Source

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

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 - Holder	Resolution Letter	8/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Legal Barfield, Becky	Approved	8/16/2023 - 9:41 AM
		8/16/2023 -

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

10:09 AM
8/17/2023 - 3:03
PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P006\00118549.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Kristi Martin, a/k/a Martin Living Trust

Amount of Contract:

n/a

Effective Date of Contract:

8/29/2023

Funding Source

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

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 - Martin	Resolution Letter	8/16/2023

REVIEWERS:

Department Reviewer	Action	Date
Legal Barfield, Becky	Approved	8/16/2023 - 9:46 AM
		8/16/2023 -

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

10:11 AM
8/17/2023 - 3:05
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized 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 Kristi Martin, a/k/a Martin Living Trust, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
7/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/20/2023 - 2:30
PM

AN ORDINANCE

2023

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

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

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

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential District** and **B-2, Neighborhood Business District** to **B-1, Buffer Business District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-1, Buffer Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

Lisa Lambert, City Clerk

**Gerald Byrd, Agent
1408 Saint Stephens Road and 212 North Lafayette Street
Northeast corner of North Lafayette Street and Saint Stephens Road
Council District 2
William Carroll**

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1408 Saint Stephens Road and 212 North Lafayette Street

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1408 Saint Stephens Road and 212 North Lafayette Street from R-1, Single-Family Residential Suburban District, and B-2, Neighborhood Business District, to B-1, Buffer Business District.

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

Lisa C. Lambert
City Clerk

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

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

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

COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-1, Buffer Business District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-1, Buffer Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

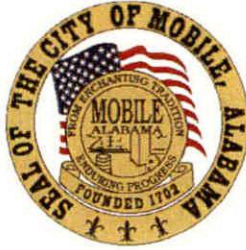
Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 2nd day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 1408 Saint Stephens Road and 212 North Lafayette Street (Northeast corner of North Lafayette Street and Saint Stephens Road).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential District** and **B-2, Neighborhood Business District** to **B-1, Buffer Business District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 4, 2023 considered the request of **Gerald Byrd, Agent**, for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District** to **B-1, Buffer Business District** for the property located at **1408 Saint Stephens Road and 212 North Lafayette Street** (Northeast corner of North Lafayette Street and Saint Stephens Road).

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 8, 2023

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 1408 Saint Stephens Road and 212 North Lafayette Street
Napoleon Subdivision
ZON-002430-2023
Gerald Byrd, Byrd Surveying
District 2
Rezoning from Neighborhood Business District (B-2) and Single-Family Residential (R-1) to
Neighborhood Business District (B-2).

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

At its meeting on May 4, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission voted to recommend Approval of the rezoning request to B-1, Buffer Business District, to the City Council.

The advertising fee for this application based on the current legal description is \$281.96. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:



Margaret Pappas
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 7, 2023

Jerry Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 1408 Saint Stephens Road and 212 North Lafayette Street
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2

ZON-002430-2023 (Rezoning)

Gerald Byrd

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

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

At its meeting on April 6, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission heldover the application until the May 4, 2023 meeting, with revisions due no later than April 20th to address the following:

- 1) Submit a narrative explaining the justification for the proposed rezoning; and**
- 2) Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).**

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____

Margaret Rappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
March 20, 2023
PUBLIC HEARING NOTICE



Re: **1408 Saint Stephens Road and 212 North Lafayette Street**
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2

ZON-002430-2023 (Rezoning)

Gerald Byrd

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

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, April 6, 2023, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m. on Wednesday, April 5, 2023**, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
March 20, 2023
PUBLIC HEARING NOTICE



Re: 1408 Saint Stephens Road and 212 North Lafayette Street
(Northeast corner of North Lafayette Street and Saint Stephens Road).
Council District 2
ZON-002430-2023 (Rezoning)
Gerald Byrd
Rezoning from B-2, Neighborhood Business District, and R-1, Single-Family Residential to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, April 6, 2023, at 2:00 p.m.**, to consider the above referenced application.

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m. on Wednesday, April 5, 2023**, to allow adequate time for the Commission members to review the information.

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

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens

Date: *7/27/23*

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	KARI P. GIVENS
Business Name:	BYRD SURVEYING, INC.
Address:	2609 HALLS MILL ROAD
City, State, Zip Code:	MOBILE, ALABAMA 36606
Telephone:	251-476-5010
Email:	

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature:

Napoleon McCovery

Date:

Type name:	Napoleon McCovery
Business Name:	
Address:	6994 Park Drive
City, State, Zip Code:	Daphne, AL 36526
Telephone:	251-454-2580
Email:	

**AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY
PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING
ADJUSTMENTS**

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature:

Napoleon McCovery

Date:

Type name: Napoleon McCovery

Use additional pages / copies of this form as needed.

Lafayette Street 50' R/W

POINT OF BEGINNING

(MAG. NAIL IN CAP SET)

NO DUMPSTER OR TRASH PICK UP IS REQUIRED

COMPLETE COMPLIANCE WITH SEC. 64-4.E OF THE ZONING ORDINANCE REGARDING TREE AND LANDSCAPING WILL BE SHOWN ON THE ENGINEERING SITE PLAN FOR CONSTRUCTION.

PARKING SPACES PROVIDED = 69 SPACES

LANDSCAPE DATA :

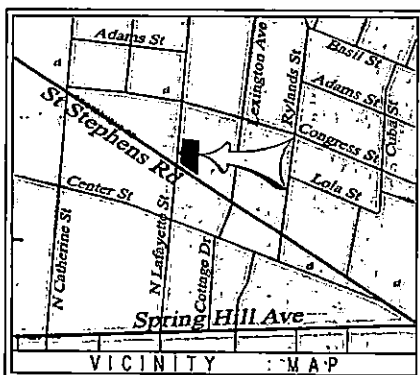
TOTAL AREA = 20,948 S.F.

LANDSCAPING REQUIRED = 2,514 S.F.

LANDSCAPING PROVIDED = 2,553 S.F.

FRONT LANDSCAPING REQUIRED = 1,508 S.F.

FRONT LANDSCAPING PROVIDED = 669 S.F.



LEGAL DESCRIPTION
COMMENCING AT A MAGNETIC NAIL IN CAP AT THE NORTHEAST CORNER OF ST. STEPHENS ROAD AND LAFAYETTE STREET; THENCE SOUTH 55° 32' 40" EAST ALONG THE NORTH LINE OF ST. STEPHENS ROAD 135.34 FEET TO A REBAR; THENCE NORTH 02° 49' 56" EAST 220.49 FEET TO A CAPPED REBAR; THENCE NORTH 86° 23' 07" WEST 41.32 FEET TO A CAPPED REBAR; THENCE NORTH 86° 29' 54" WEST 68.15 FEET TO A REBAR ON THE EAST LINE OF LAFAYETTE STREET; THENCE SOUTH 05° 01' 39" WEST ALONG THE EAST LINE OF LAFAYETTE STREET 151.00 FEET TO THE POINT OF BEGINNING.

REZONING
B-2 AND R-1 TO B-2
NAPOLEON SUBDIVISION
1408 ST. STEPHENS ROAD AND
212 N. LAFAYETTE STREET

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 30'

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
FEBRUARY 23, 2023

(R) = REDUCED MEASUREMENT FROM DEED, PLATS, OR OTHER REDUCED INSTRUMENTS
(C) = CALCULATED BEARINGS AND/OR DISTANCES BASED ON FIELD MEASUREMENTS
▲ = OPEN TOP IRON FOUND
○ = BYRD SURVEYING, INC. 5/8" CAPPED REBAR SET
△ = CRIMP TOP IRON FOUND
● = CAPPED REBAR FOUND (COMPANY NAME)

U.T.S. = UNABLE TO SET CORNER
F.F.E. = FINISH FLOOR ELEVATION
O.U. = OVERHEAD UTILITIES
R & B.C. = RAIL & BOTTLE CAP

XC = "X" IN CONCRETE
REF. = REFERENCED FROM
--- = FENCE
□ = CONCRETE MONUMENT

ASPH. = ASPHALT
CONC. = CONCRETE
G.W. = GUY WIRE
U.P. = UTILITY POLE

H & T = HUB & TACK
R/R = RAILROAD SPUR
FND. = OBJECT FOUND
O.P. = OPEN PORCH

R/W = RIGHT OF WAY
DS = DEED BOOK
MS = MAP BOOK
RPS = REAL PROPERTY BOOK

2325005

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

Napoleon McCovery
6994 Park Drive
Daphne, AL 36526

Garfield, David, & Charles Williams,
and Rosetta Garrett
407 S. Jefferson Street
Mobile, AL 36603

Center Street, LLC
1515 University Blvd. S.
Mobile, AL 36609

Mikal Abdul Raheem
aka Michael D. Hoyt
P. O. Box 529
Mobile, AL 36601

Greater Mount Olive Baptist
251 N. Lafayette Street
Mobile, AL 36603

Richard & Eula Mae Snowden
2263 Hathcox Street
Mobile, AL 36617

City of Mobile – Office of City Clerk
205 Government Plaza
Mobile, AL 36644

Arletha Hopper
221 N. Lafayette Street
Mobile, AL 36603

HDLG Holdings, LLC
717 Kerr Drive
Gardendale, AL 35071

Bernadette Pettway & Margaret Porter
219 N. Lafayette Street
Mobile, AL 36603

Rolland & Bennie Mae Sigler
500 Canal Street
Mobile, AL 36603

Sharon D. Kirk
106 Glen Oaks Road
Mobile, AL 36608

Andrews Rentals, LLC
2860 Springhill Avenue
Mobile, AL 36607

Juanita Clausell
220 Lafayette Street
Mobile, AL 36603

Alfred & Babette Cook
5216 Marietta Drive N.
Mobile, AL 36618

Mary A. Taylor
218 N. Lafayette Street
Mobile, AL 36603

Terry D. James
1404 Main Street
Mobile, AL 36617

Isaac White, Sr. Life Estate
c/o Charlie White, Jr.
P. O. Box 60773
Dayton, OH 45402

Tommie Mims
1409 Congress Street
Mobile, AL 36603

City of Mobile
P. O. Box 1827
Mobile, AL 36633

LHW Property Holdings, LLC
1882 Princeton Avenue, Suite 10
Atlanta, GA 30337

Cheryl Shelton
2756 McGrew Court
Mobile, AL 36606

Mikael Thrash
208 Talisman Avenue
Prichard, AL 36610

CDF Properties, LLC
c/o Curran Foose
112 Ryan Avenue
Mobile, AL 36607

Regina A. Johnson
13219 Soft Cloud Way
Victorville, CA 92392

Creola L. Smith
219 Lexington Avenue
Mobile, AL 36603

Karen S. & Michael Reeves
217 Lexington Avenue
Mobile, AL 36603

Steven & Robin Cox
10695 Ski Chaste Lane
Axis, AL 36505

St. Stephens Sq. Apts. Partners, LLC
1652 Felix Avenue
Memphis, TN 38114

Marian S. Jordan
2020 Highpoint Trail
Atlanta, GA 30331

Michael Jones
6840 King Branch Ct.
Mobile, AL 36618

Eric Davis
222 Lexington Avenue
Mobile, AL 36603

Alfred & Robbie Scott
6215 Palos Court
Mobile, AL 36609

Linda Howell & Bruce Jackson
218 Lexington Avenue
Mobile, AL 36603

Leflore Real Estate Company
P. O. Box 56
Mobile, AL 36601

Ronnie Gamble, Lonna Steele, et al
P. O. Box 60773
Dayton, OH 45402

Marvin Walker
2153 Oconner Street
Mobile, AL 36617

Hancock Whitney Bank
20491 Landon Road
Gulfport, MS 39503

Agustin-Escamilla Javier &
Alicia T. De Javier
6501 Harding Street
Hollywood, FL 33024

Habitat for Humanity in
Mobile County, Inc.
P. O. Box 16422
Mobile, AL 36616

James E. Sampey
2251 Rosa Drive
Mobile, AL 36617

Eiler Bayside, LLC
3991 Spring Landing Ct.
Theodore, AL 36582

Linda Faye Holmes
1404 Center Street
Mobile, AL 36604

Nathan Sargent & Erica Campbell
1408 Center Street
Mobile, AL 36604

Helen L. Pritchett
1412 Center Street
Mobile, AL 36604

Bernice C. Jones
1416 Center Street
Mobile, AL 36604

Warseal Powell
5635 Victory Loop
Manassas, VA 20112

Stephanie M. Jackson
P. O. Box 40902
Mobile, AL 36640

**SUBDIVISION &
ZONING AMENDMENT STAFF REPORT****Date: May 4, 2023****NAME**

Gerald Byrd

SUBDIVISION NAME

Napoleon Subdivision

LOCATION1408 Saint Stephens Road and 212 North Lafayette Street
(Northeast corner of North Lafayette Street and Saint
Stephens Road).**CITY COUNCIL
DISTRICT**

District 2

PRESENT ZONINGB-2, Neighborhood Business District and R-1, Single Family
Residential District**PROPOSED ZONING**

B-2, Neighborhood Business District

AREA OF PROPERTY

1 Lot / 0.5± Acres

CONTEMPLATED USE

Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**

**TIME SCHEDULE
FOR DEVELOPMENT**

None provided

**ENGINEERING
COMMENTS**

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

- B. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found.
- C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres.
- D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- E. Provide the Surveyor's Certificate.
- F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

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

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

TRAFFIC ENGINEERING

COMMENTS

Lot is limited to no more than its existing curb cuts with any changes in 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 the City's Zoning Ordinance.

URBAN FORESTRY

COMMENTS

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

FIRE DEPARTMENT

COMMENTS

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

REMARKS

The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business District.

The site has been given a Mixed Density Residential (MxDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework

Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

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 site has frontage on Saint Stephens Road and North Lafayette Street. Saint Stephens Road is a principal arterial road, per the Major Street Plan and as such, should have a minimum right-of-way of 100-feet. The preliminary plat depicts an existing right-of-way of 50-feet. However, ALDOT has completed a study along St. Stephens Road and there is no desire by ALDOT to require 100 feet of right of way in this location. Based on the ALDOT study, the existing right of way is adequate along the property's Saint Stephens Road frontage. North Lafayette Street is a minor street with curb and gutter, and has an existing compliant right-of-way of 50-feet, making no dedications necessary.

The lot size is labeled on the preliminary plat in acres and square feet. If approved, this information should remain on the Final Plat, adjusted for any dedication.

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

The property at 1408 Saint Stephens Road was previously developed with a single-family dwelling, which was removed from the site, with permits in 2020. The site has since been paved, without permits, for use as a parking lot.

The property is bounded to the North and West by R-1, Single-Family Residential District; to the South by B-2, Neighborhood Business District; and to the East by R-1 and B-2.

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

The applicant did not provide a narrative justifying the proposed rezoning.

The applicant submitted a site plan depicting the subject site with the previously approved parking area on 212 North Lafayette Street, as well as the unpermitted parking lot at 1408 Saint Stephens Road. The site plan shows a total of 69 parking spaces, with no structure on the site.

It should be noted that the previously approved parking lot at 212 North Lafayette Street has an off-site parking variance granted by the Board of Zoning Adjustment at its August 2009 meeting. The variance was required to provide adequate parking for the bar/lounge at the Southeast corner of Saint Stephens Road and North Lafayette Street. As variances are site plan specific, the site will need to go back before the Board of Zoning Adjustment to amend the previously approved variance.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Holdover to the May 4th meeting, to be heard concurrently with the rezoning application.

Rezoning: Based on the preceding, this application is recommended for Holdover to the May 4th meeting, with revisions due no later than April 20th, to address the following:

- 1) Submit a narrative explaining the justification for the proposed rezoning; and
- 2) Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).

Revised for the May 4th meeting:

The Planning Commission heldover the application at its April 6th meeting, to allow the applicant to submit an off-site parking variance to the Board of Adjustment, for consideration at their May 1st meeting, and to allow the applicant to submit a narrative explaining the justification for the proposed rezoning.

The applicant has submitted an off-site parking variance, which is on the May 1st Board of Adjustment agenda, and will be considered, after the publication of reports for this Planning Commission meeting. Therefore, staff will be prepared to provide the Planning Commission with an update on the Board's actions.

The applicant also submitted the following narrative:

THIS PROPERTY IS COMPRISED OF TWO PARCELS THAT HAVE TWO ZONING CLASSIFICATIONS. THE PARCEL ON THE CORNER OF LAFAYETTE STREET AND ST. STEPHENS ROAD IS ZONED B-2 AND THE PARCEL ADJOINING THE EAST LINE IS ZONED R-1. THE PROPERTY IS CURRENTLY DEVELOPED AS A PARKING LOT AND WE HAVE SUBMITTED A SUBDIVISION APPLICATION THAT WILL REQUIRE A SINGLE ZONING CLASSIFICATION. THE PROPERTIES AT 1404 & 1406 ST. STEPHENS ROAD ARE OWNED BY THE SAME ENTITY AND ARE DEVELOPED AS AN APARTMENT COMPLEX. OUR PROPOSED USE TO CONTINUE AS A PARKING LOT SHOULD NOT HAVE A NEGATIVE IMPACT ON THE SURROUNDING PROPERTIES. THE SUBDIVISION OF LAND INTO URBAN BUILDING SITES MAKES RECLASSIFICATION OF THE LAND NECESSARY AND DESIRABLE.

The applicant is correct in that, as proposed, the Subdivision application would result in a split-zoned lot, making the rezoning of one of the parcels necessary and desirable, if the Subdivision is approved. However, if the Board approves the requested off-site parking variance, there is no reason to "upzone" the property to B-2, but rather it would seem more appropriate to rezone the entire site to R-1. This would be in keeping with the Future Land Use Map and allow the owner to continued use of the property as proposed, and be more compatible with the adjoining residential development.

RECOMMENDATION

Subdivision: *The application is recommended for Tentative Approval, subject to the following conditions:*

- 1) completion of the rezoning process prior to the recording of the Final Plat;*
- 2) revision of the Final Plat to depict all abutting rights-of-way;*
- 3) retention of the lot sizes in square feet and acres;*
- 4) retention of the 25-foot minimum building setback line along all street frontages;*

- 5) 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. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found. C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres. D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. E. Provide the Surveyor's Certificate. F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf. G. 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. H. 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. I. 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. J. 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. K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. L. 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.);
- 6) placement of a note on the Final Plat stating Traffic Engineering comments: (Lot is limited to no more than its existing curb cuts with any changes in 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 the City's Zoning Ordinance.);
- 7) compliance with Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);
- 8) compliance with Fire Department comments: (All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all

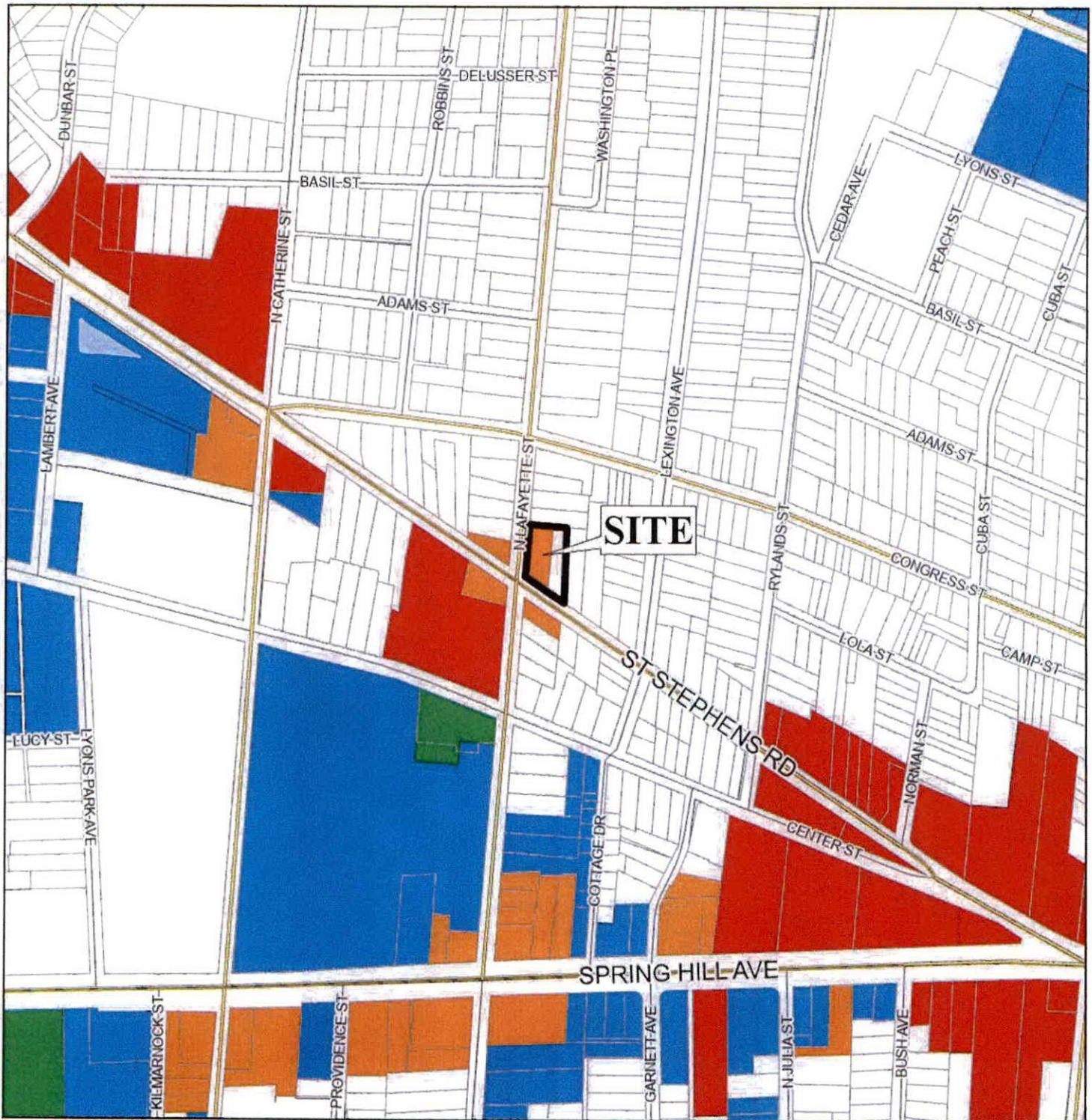
- commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.); and*
- 9) *submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.*

Rezoning: *This application is recommended for Approval to R-1.*

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 ZONING MAP



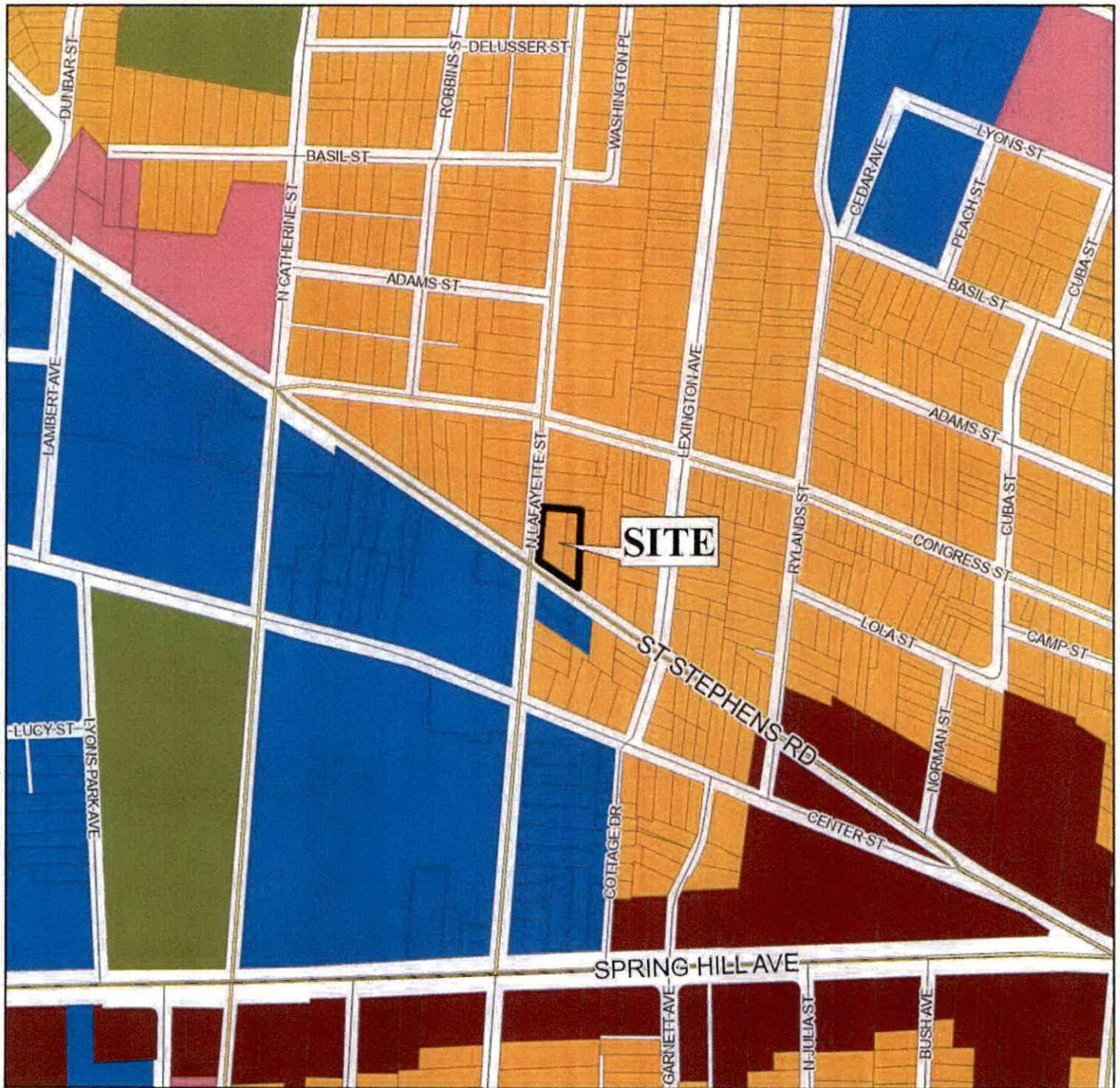
APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

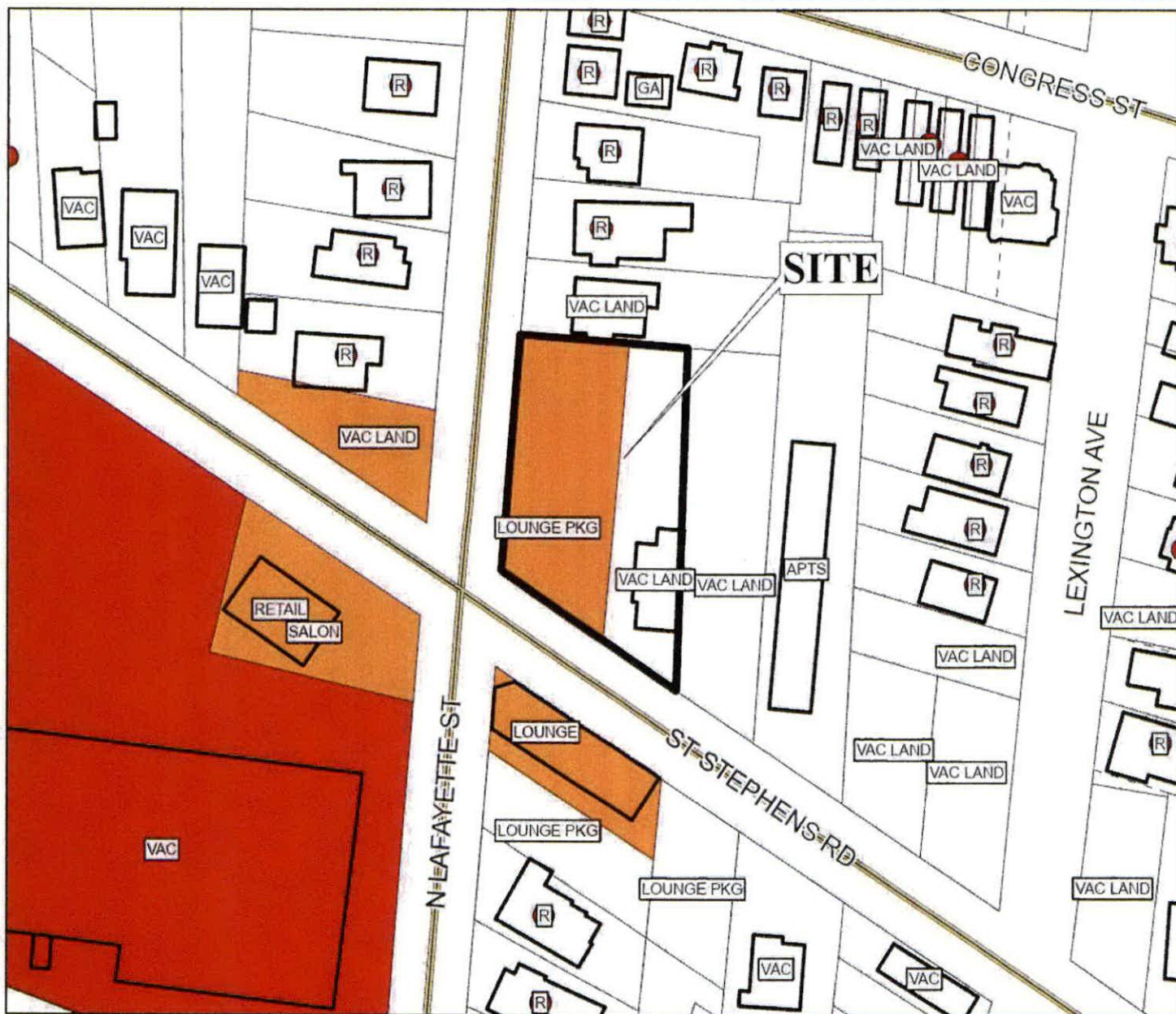
REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

Layer2

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

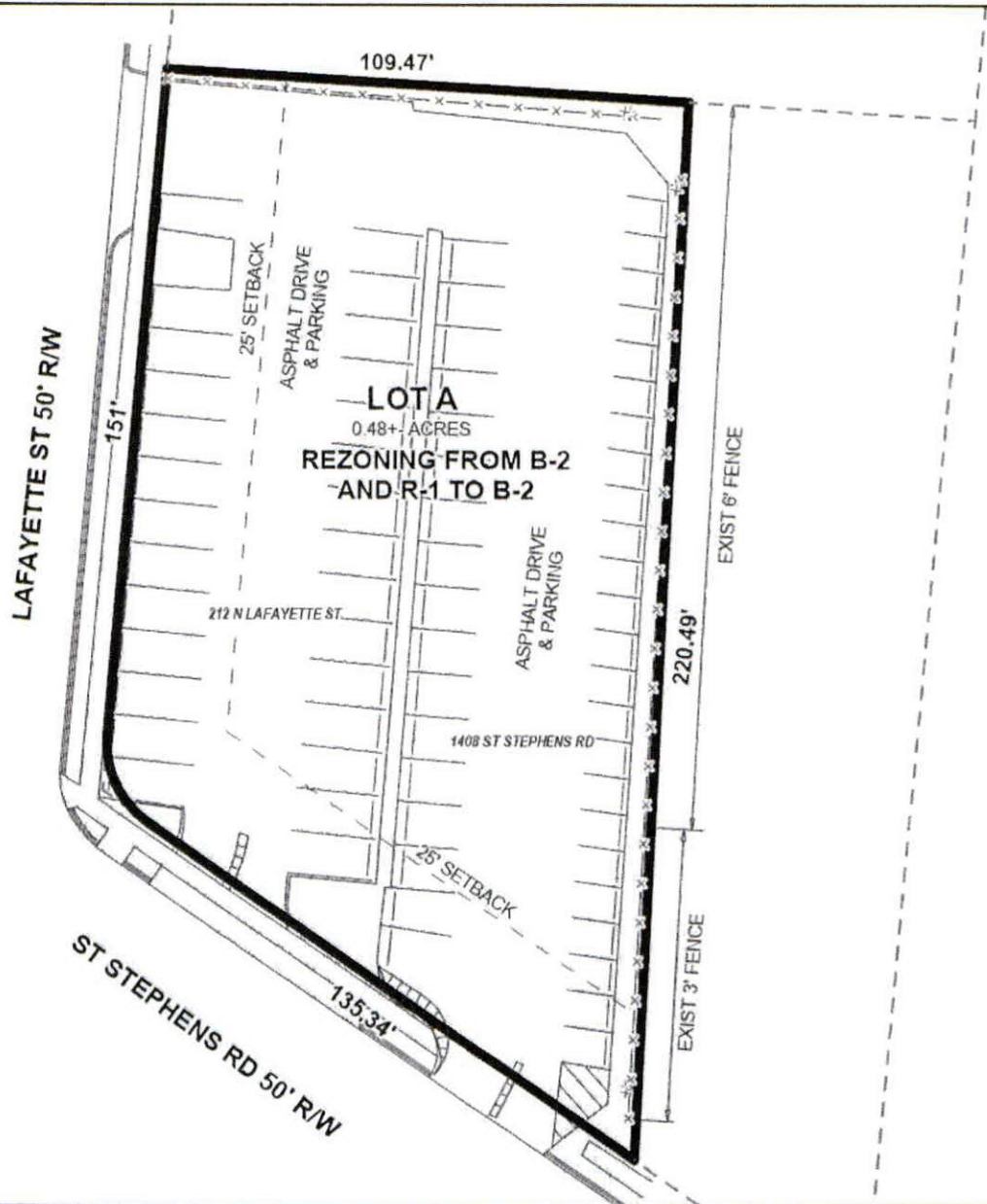
APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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



SITE PLAN



The site plan illustrates the existing parking lot, setbacks, and fencing.

APPLICATION NUMBER 1 DATE May 4, 2023

APPLICANT Napoleon Subdivision

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



**SUBDIVISION &
ZONING AMENDMENT STAFF REPORT****Date: April 6, 2023**

<u>NAME</u>	Gerald Byrd
<u>SUBDIVISION NAME</u>	Napoleon Subdivision
<u>LOCATION</u>	1408 Saint Stephens Road and 212 North Lafayette Street (Northeast corner of North Lafayette Street and Saint Stephens Road).
<u>CITY COUNCIL DISTRICT</u>	District 2
<u>PRESENT ZONING</u>	B-2, Neighborhood Business District and R-1, Single Family Residential District
<u>PROPOSED ZONING</u>	B-2, Neighborhood Business District
<u>AREA OF PROPERTY</u>	1 Lot / 0.5± Acres
<u>CONTEMPLATED USE</u>	Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business 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.
<u>TIME SCHEDULE FOR DEVELOPMENT</u>	None provided
<u>ENGINEERING COMMENTS</u>	

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

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

- B. Check the bearing and distance for the north line of the proposed subdivision. The plan view shows two (2) different bearings along the line but the written description lists one (1) bearing. The north line also contains reference to a capped rebar that was found.
- C. Dedicate the corner radius (25' minimum or as approved by the City Engineer and Traffic Engineer) at the SW corner of LOT A to the City of Mobile, and list the amount of dedicated acreage in sf and acres.
- D. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- E. Provide the Surveyor's Certificate.
- F. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 28 - #72) LOT A 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 A – 4,000 sf.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

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

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

TRAFFIC ENGINEERING

COMMENTS

Lot is limited to no more than its existing curb cuts with any changes in 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 the City's Zoning Ordinance.

URBAN FORESTRY

COMMENTS

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

FIRE DEPARTMENT

COMMENTS

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

REMARKS

The applicant is requesting Subdivision approval to create one (1) legal lot of record from two (2) metes-and-bounds parcels; and Rezoning from B-2, Neighborhood Business District and R-1, Single Family Residential District to B-2, Neighborhood Business District.

The site has been given a Mixed Density Residential (MxDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework

Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

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

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

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

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 site has frontage on Saint Stephens Road and North Lafayette Street. Saint Stephens Road is a principal arterial road, per the Major Street Plan and as such, should have a minimum right-of-way of 100-feet. The preliminary plat depicts an existing right-of-way of 50-feet. However, ALDOT has completed a study along St. Stephens Road and there is no desire by ALDOT to require 100 feet of right of way in this location. Based on the ALDOT study, the existing right of way is adequate along the property's Saint Stephens Road frontage. North Lafayette Street is a minor street with curb and gutter, and has an existing compliant right-of-way of 50-feet, making no dedications necessary.

The lot size is labeled on the preliminary plat in acres and square feet. If approved, this information should remain on the Final Plat, adjusted for any dedication.

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

The property at 1408 Saint Stephens Road was previously developed with a single-family dwelling, which was removed from the site, with permits in 2020. The site has since been paved, without permits, for use as a parking lot.

The property is bounded to the North and West by R-1, Single-Family Residential District; to the South by B-2, Neighborhood Business District; and to the East by R-1 and B-2.

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

The applicant did not provide a narrative justifying the proposed rezoning.

The applicant submitted a site plan depicting the subject site with the previously approved parking area on 212 North Lafayette Street, as well as the unpermitted parking lot at 1408 Saint Stephens Road. The site plan shows a total of 69 parking spaces, with no structure on the site.

It should be noted that the previously approved parking lot at 212 North Lafayette Street has an off-site parking variance granted by the Board of Zoning Adjustment at its August 2009 meeting. The variance was required to provide adequate parking for the bar/lounge at the Southeast corner of Saint Stephens Road and North Lafayette Street. As variances are site plan specific, the site will need to go back before the Board of Zoning Adjustment to amend the previously approved variance.

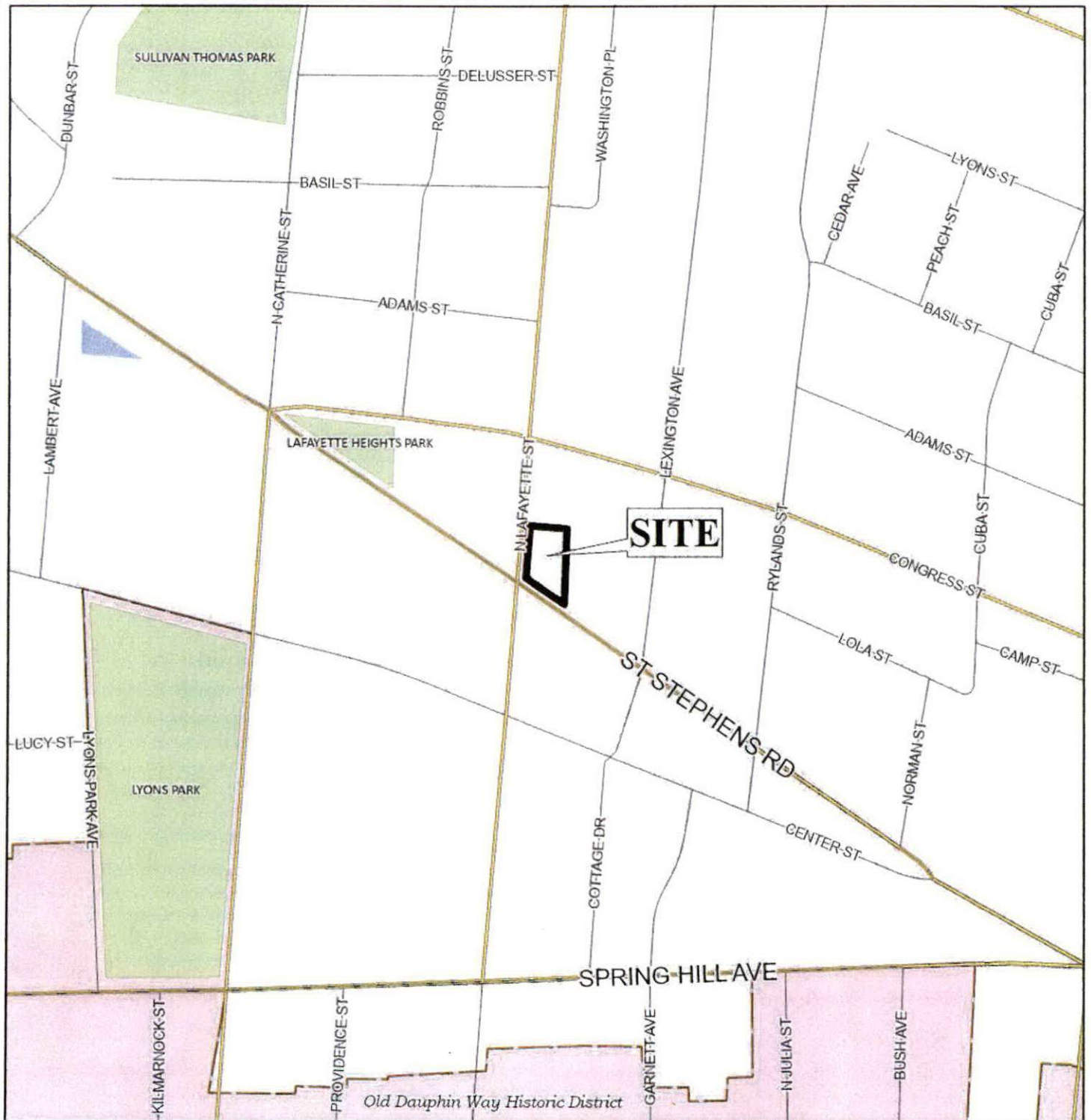
RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Holdover to the May 4th meeting, to be heard concurrently with the rezoning application.

Rezoning: Based on the preceding, this application is recommended for Holdover to the May 4th meeting, with revisions due no later than April 20th, to address the following:

- 1) Submit a narrative explaining the justification for the proposed rezoning; and
- 2) Submittal of an off-site parking variance to the Board of Adjustment for consideration at their May 1st meeting (application must be submitted by April 4th deadline).

LOCATOR MAP



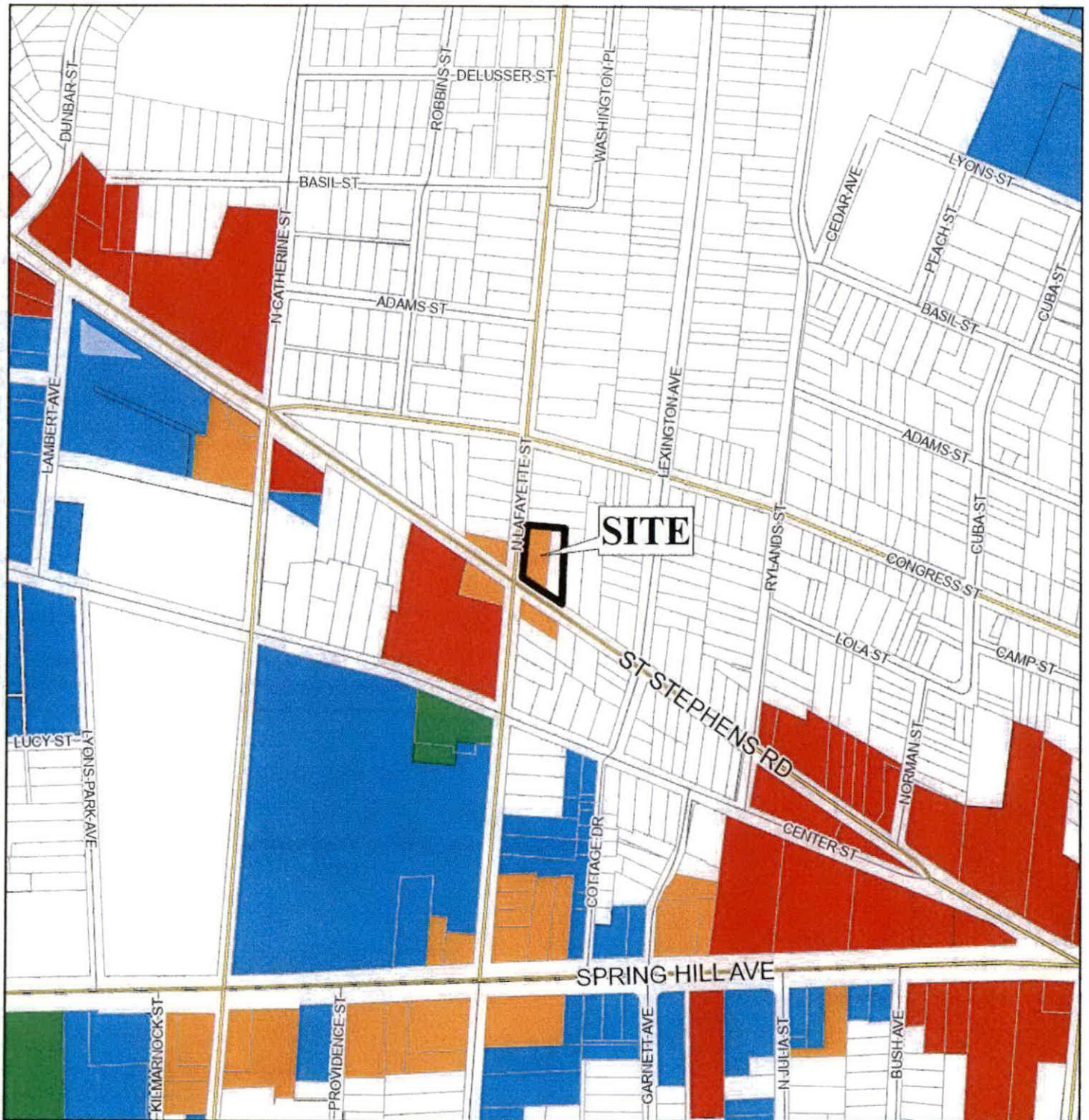
APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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



LOCATOR ZONING MAP



APPLICATION NUMBER 4 DATE April 6, 2023

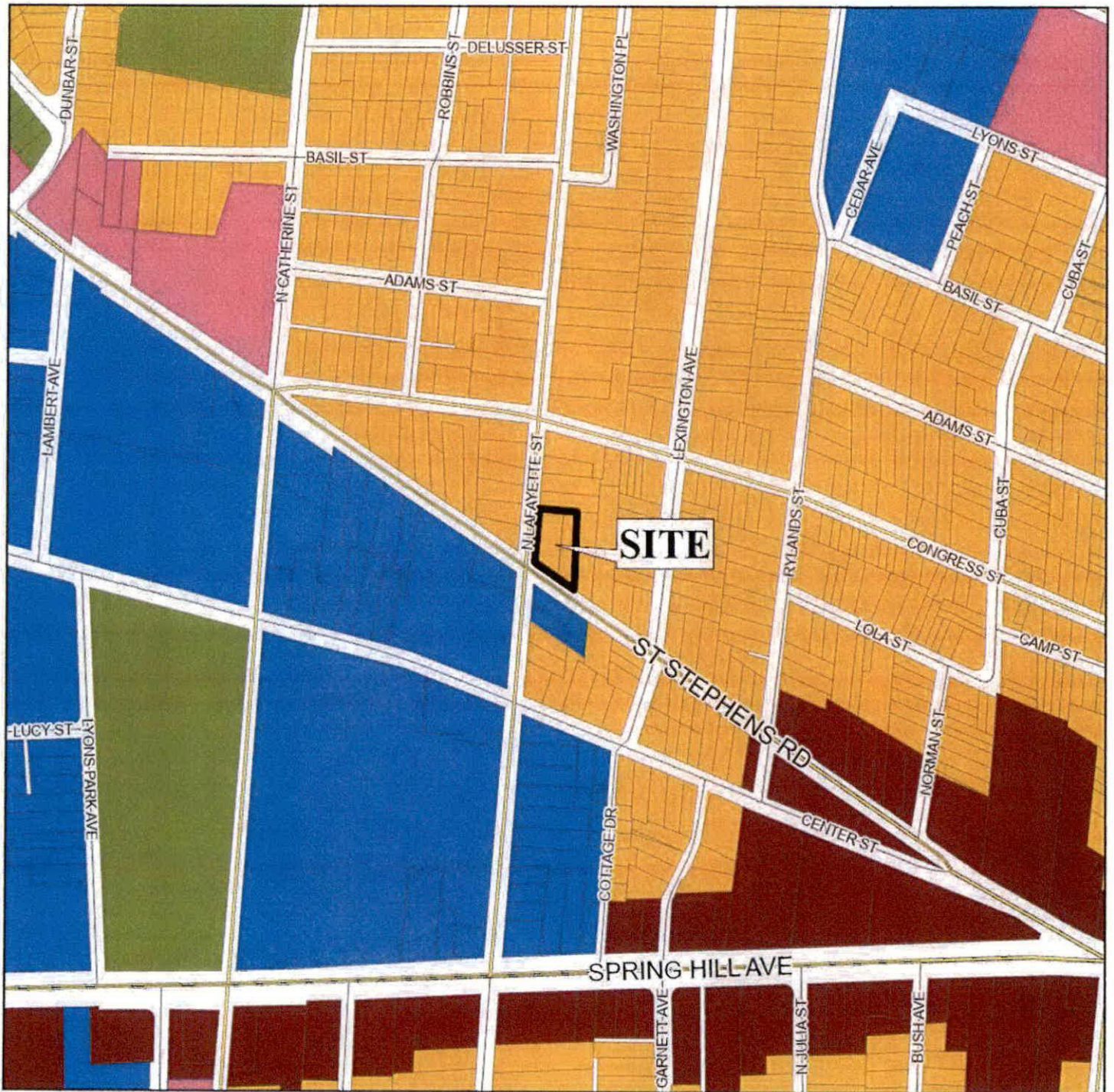
APPLICANT _____ Napoleon Subdivision

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



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

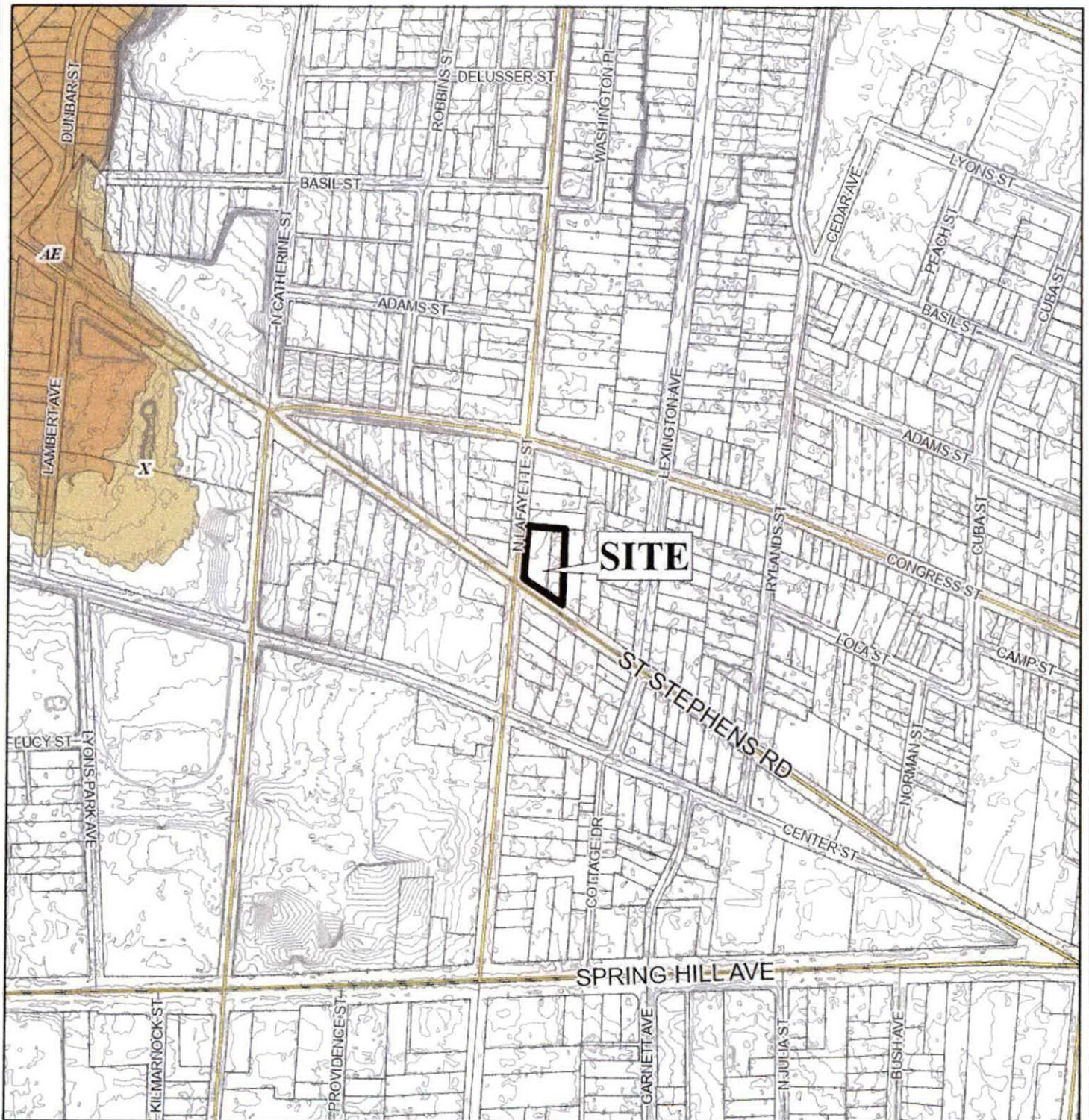
REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2

Layer2

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



ENVIRONMENTAL LOCATOR MAP



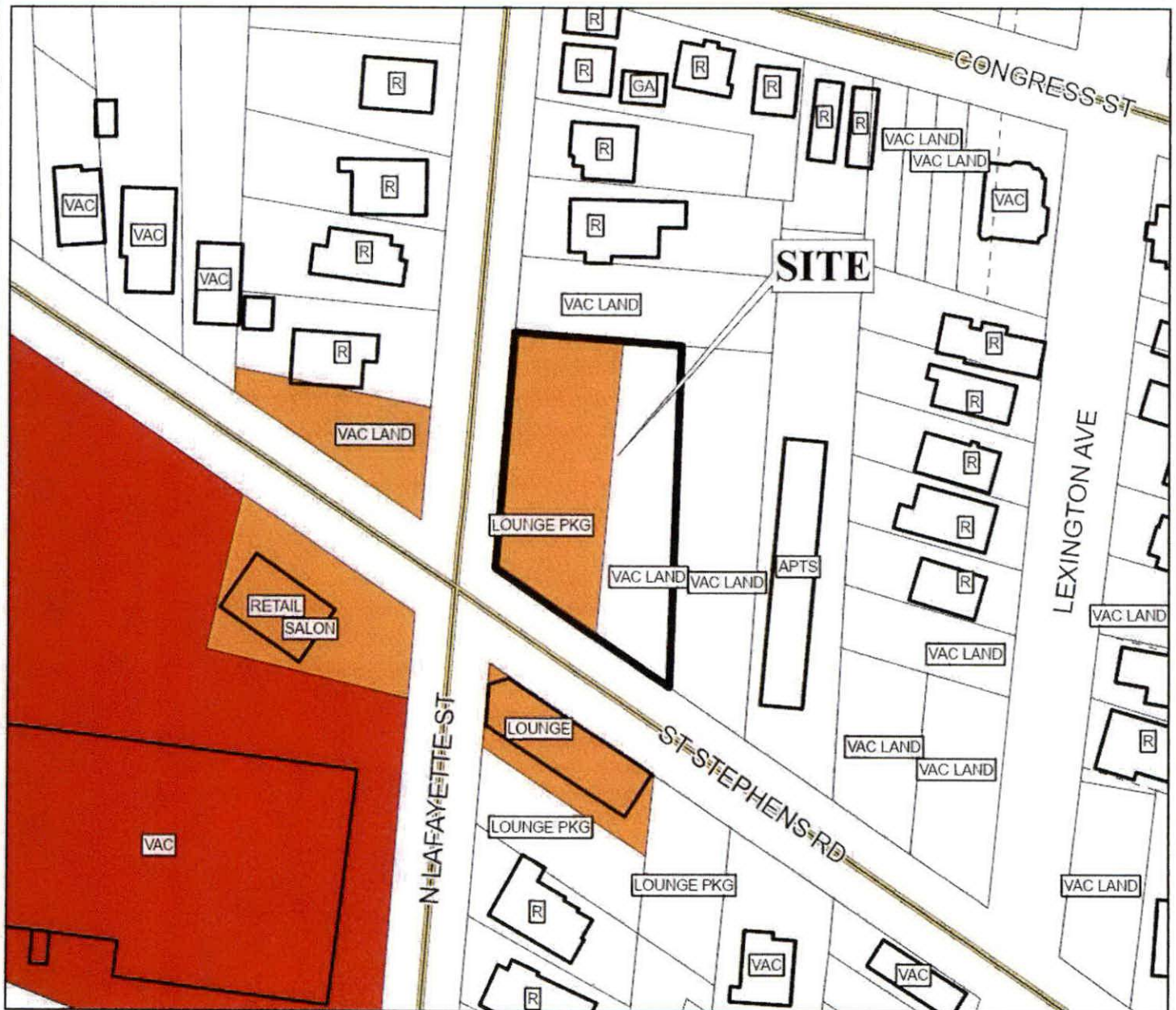
APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE April 6, 2023

APPLICANT Napoleon Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL

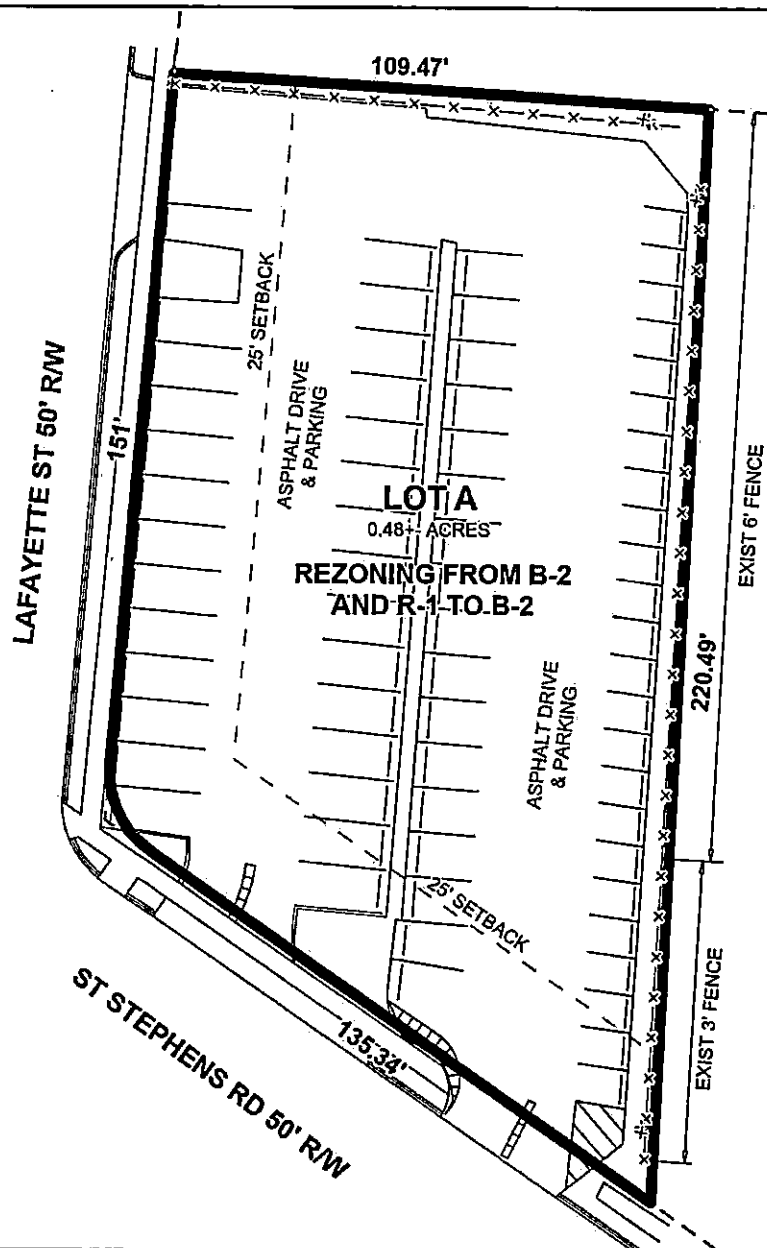


The site is surrounded by commercial and residential units.

APPLICATION NUMBER 4 DATE April 6, 2023
 APPLICANT Napoleon Subdivision
 REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2



SITE PLAN



The site plan illustrates the existing parking lot, setbacks, and fencing.

APPLICATION NUMBER 4 DATE April 6, 2023
 APPLICANT Napoleon Subdivision
 REQUEST Subdivision, Rezoning from B-2 and R-1 to B-2





AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
7/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/20/2023 - 2:36
PM

AN ORDINANCE

2023

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

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

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

BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District** to **B-1, Buffer Business District Suburban** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in **B-1, Buffer Business District Suburban**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

Adopted:

Lisa Lambert, City Clerk

Jeni Knizley, Animal Care Center
North side of Old Shell Road, 340'± East of Cosgrove Drive
Council District 7
Gina Gregory

Notice of Public Hearing for the Proposed Rezoning of Property
Located at north side of Old Shell Road, 340' ± east of Cosgrove Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at north side of Old Shell Road, 340' ± east of Cosgrove Drive from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban.

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

Lisa C. Lambert
City Clerk

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

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

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

BEGINNING 525 FEET WEST OF THE NORTHEAST CORNER OF NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 2 WEST, RUN SOUTH 283 FEET, THEN NORTHEAST 127 FEET, THEN NORTH 267 FEET, THEN WEST 125 FEET TO BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-1, Buffer Business District Suburban and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in B-1, Buffer Business District Suburban, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

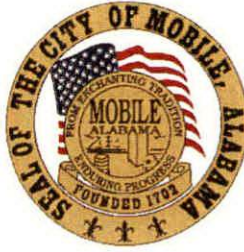
Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 2nd day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the North side of Old Shell Road, 340'± East of Cosgrove Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District** to **B-1, Buffer Business District Suburban**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-1** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended.

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 18, 2023 considered the request of **Jeni Knizley, Animal Care Center**, for a change in zoning from **R-1, Single-Family Residential Suburban District** to **B-1, Buffer Business District Suburban** for the property located at **North side of Old Shell Road, 340'± East of Cosgrove Drive**.

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 19, 2023

Jay Broughton
Overstreet & Associates, PLLC
1026 Stanton Road
Daphne, Alabama 36526

Re: North side of Old Shell Road, 340'± East of Cosgrove Drive
Jeni Knizley, Animal Care Center
ZON-UDC-002494-2023
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

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

At its meeting on May 18, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission voted to recommend Approval of the rezoning request to B-1, Buffer Business District, to the City Council.

The advertising fee for this application based on the current legal description is \$250.04. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: _____

Margaret Pappas
Deputy Director of Planning and Zoning

NEIGHBORHOOD MEETING MINUTES

PROJECT: Animal Care Center
OWNER: Dr. Jeni Knizley
ENGINEER: Overstreet & Associates, PLLC
DATE: April 27, 2023 4:00 p.m.
LOCATION: Holiday Inn Conference Room

- 1) **Attendees: Everyone was asked to sign the attendance list- Attached**
- 2) **Project Representatives**
 - a) Owner: Animal Care Center

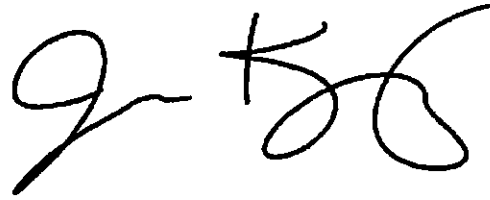
Jeni Knizley - Owner	Ph: 251-605-4287
Courtney Caddell - Staff	Ph: 251-391-2609
Tracy Hewett – Staff	Ph: 251-209-3808
Krishna Howell – Staff	Ph: 251-599-2717
Rachael Leard – Staff	Ph: 251-709-3337

- b) **Engineer: Overstreet & Associates**

Jay Broughton	Ph: 251-610-8966
Email: jay@overstreeteng.com	
Robert Cummings	Ph: 251-444-7150
Email: Robert.c@overstreeteng.com	

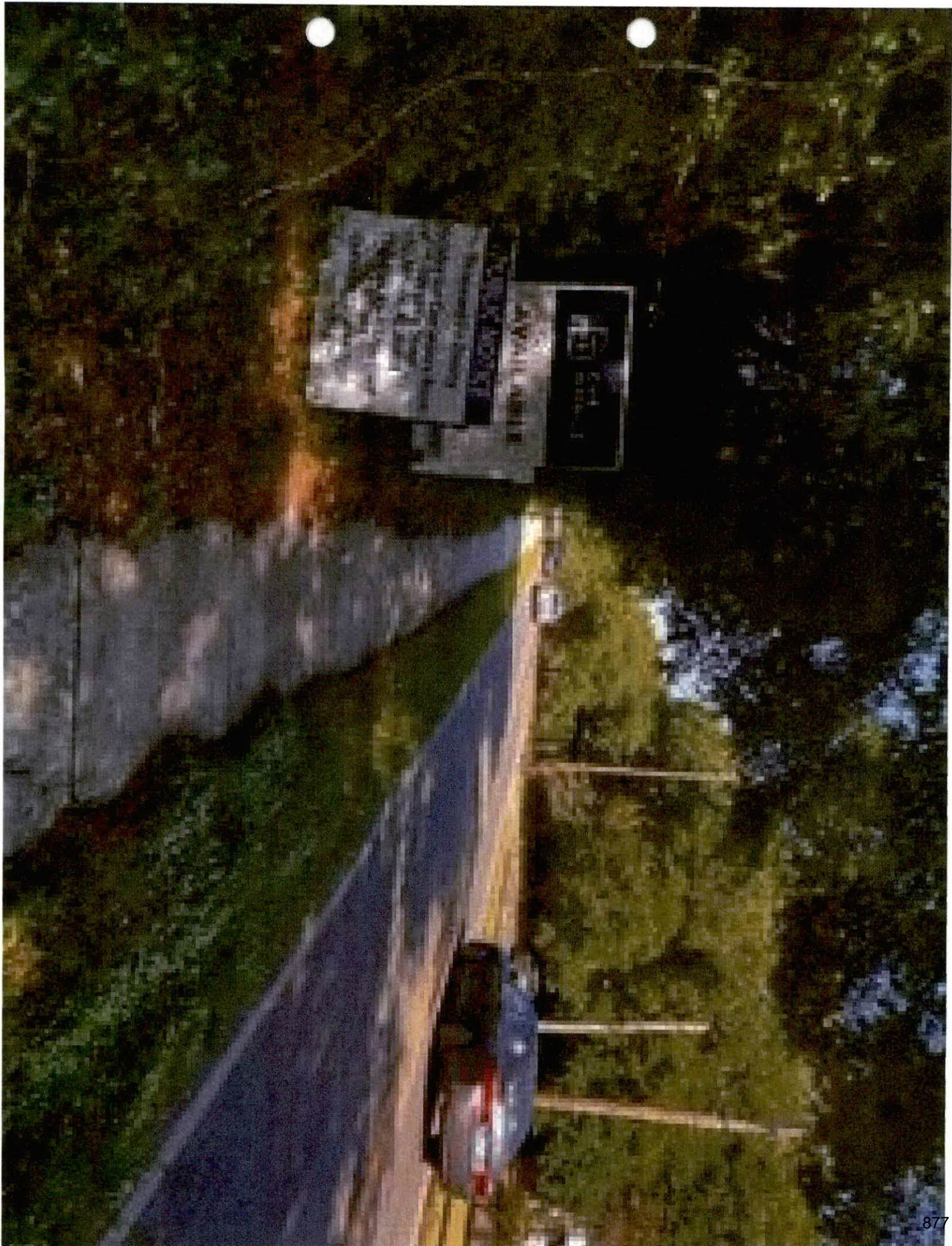
- 3) Three citizens showed up to speak. All three expressed concerns about the project. The comments made by the citizens are summarized below:
 - A) Two attendees indicated they would be against the commercial zoning of this lot, regardless of the intended use.
 - B) Another gentleman expressed a desire for a landscaped buffer on the north side of the property. The engineers and owner assured him that a vegetative and landscaped buffer would be provided to the maximum extent possible.
 - C) A concern was a wet pond creating an issue for mosquitos. The design intent is to have a detention pond and not have a permanent pool volume.
 - D) Traffic congestion on Old Shell Rd was a concern for two of the attendees. This business is relocating from a few parcels west of the current location. The owner has no plans for expansion and will not increase the traffic volume on Old Shell Rd.
 - E) One of the citizens was concerned about the noise created by animals. Dr. Knizely (owner) indicated there would be no over-night boarding and especially no outdoor boarding. Patients will be walked for a couple of hours throughout the day and limited to one dog at a time or multiple dogs, only if they are from the same household.

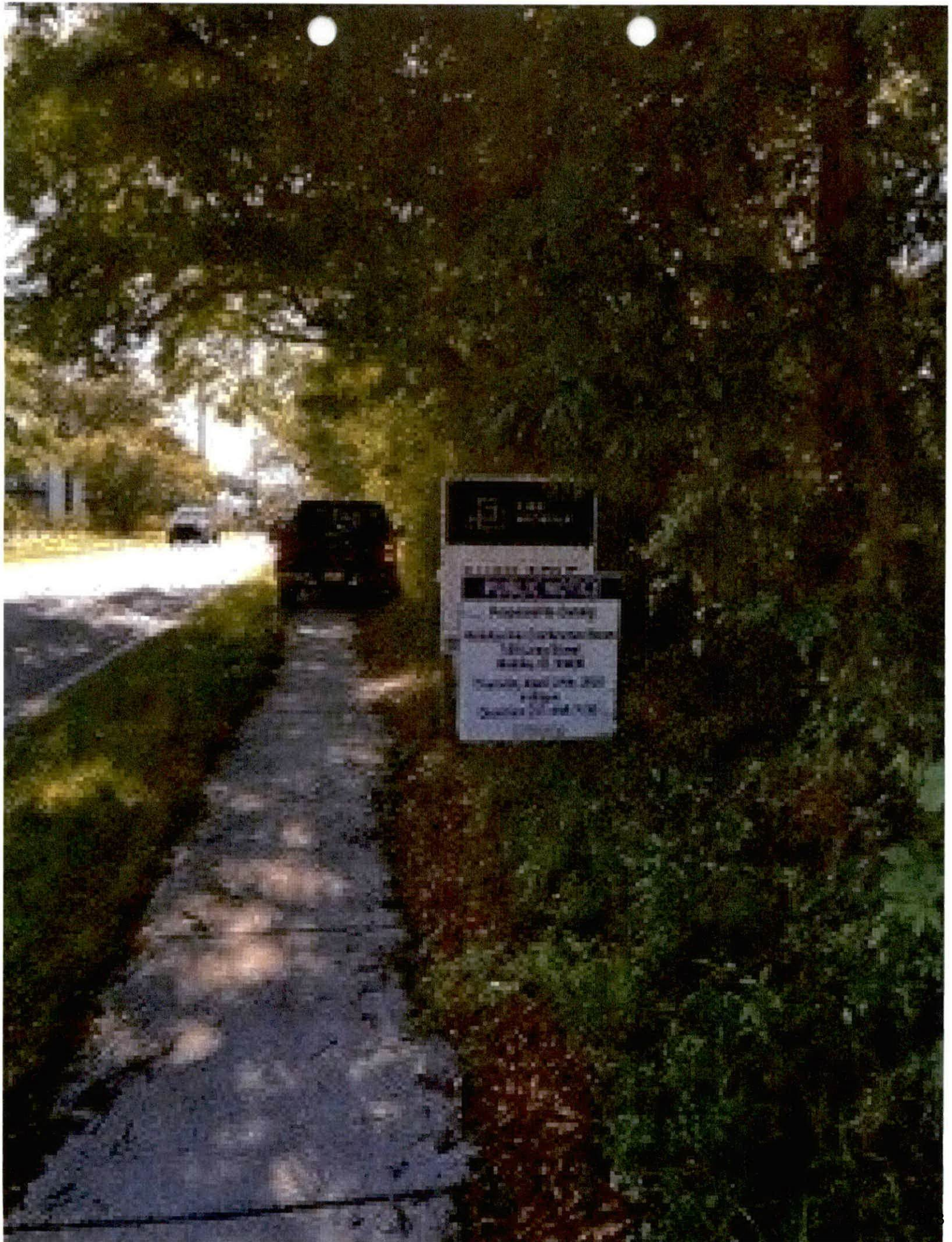
- F) One of the attendees questioned the need for a veterinarian's office in this location. Dr. Knizely's practice is currently a few parcels away. Moving her practice isn't adding or subtracting an essential business in the neighborhood.
- G) One attendee voiced his disapproval of "anything commercial" on the subject parcel.



Dr. Jeni Knizley







ANIMAL CARE CLINIC
5404 OLD SHELL ROAD

NEIGHBORHOOD MEETING

LIST OF ATTENDEES

THURSDAY, April 27, 2023 AT 4:00 p.m.

The following persons were in attendance

Name/Address	Phone Number Email
1. <u>Burt Arthur</u> <u>8908 Beirbridge Dr</u> <u>Dorhan, AL 36526</u>	<u>256-452-1476</u> <u>Burtarthur@gmail.com</u>
2. <u>ROBERT CUMMINGS</u> <u>1026 STANTON RD STE B</u> <u>DAPHNE, AL 36526</u>	<u>251-444-7150</u>
3. <u>Jay BROOKHORN</u> <u>1026 STANTON RD, STE B</u> <u>DAPHNE, AL 36526</u>	<u>251 444-7150</u>
4. <u>Robert E. Murphy</u> <u>5413 Hilltop Dr. S</u> <u>Mobile, AL 36608</u>	<u>251-509-9742</u>
5. _____	_____
_____	_____
_____	_____

6. John Leary

5309 Old Shell Rd
251-344-4800

7. Loy Parker

5314 Old Shell
251-408-1228

8. Courtney Caddell

251-391-2409

9. Tracy Hewitt

251-209-3808

10. Krisha Howell

251-599-2717

11. Rachel Leard

251-709-3337

12. Jeni Kirtley

251-605-4287

Gail M Leacy
5309 Old Shell Road
Mobile, AL 36608

Monarch Southern Corp Inc
P.O. Box 76
Point Clear, AL 36564

Homer & Ann
P.O. 376
Mobile, AL 36601

Dr. Jeni Knizley
5502 Old Shell Road
Mobile, AL 36608

Miller Cemetery
P.O. Drawer 16227
Mobile, AL 36616

Jay Broughton
1026 Stanton Road Suite B
Daphne, AL 36526

Hillwood Capital Partners LLC
P.O. Box 131346
Birmingham, AL 36608

William J Susman
213 Kingswood Court
Mobile, AL 36608

Dennis V Smith
P.O. 8327
Mobile, AL 36689

5414 Old Shell Road LLC
5414 Old Shell Road
Mobile, AL 36608

Parker Living Trust
5314 Old Shell Road
Mobile, AL 36608

Westside Properties
c/o Lowery Rhodes
P O Box 81686
Mobile, AL 36689

RHC Holdings
5418 Old Shell Road
Mobile, AL 36608

Dorothy Johnson Walters
5312 Old Shell Road
Mobile, AL 36608

Garrett & Rachael Carter
5412 Hilltop Drive South
Mobile, AL 36608

Daniel W. Parks Jr
4 Cosgrove Drive
Mobile, AL 36608

Deborah L Beverly
307 Long Court
Mobile, AL 36608

Robert & Rebecca Henrich
154 Ethel Windgate Dr Unit 103
Pensacola, FL 32507

David F Payne
6 Cosgrove Dr
Mobile, AL 36608

Patrick & Karen Goode
104 Hilltop Drive East
Mobile, AL 36608

Aint Life Grand LLC
126 McIntosh Bluff Road
Fairhope, AL 36532

Erin & William Peebles
5425 Hilltop Drive South
Mobile, AL 36608

John & Diane Lane
3009 Southridge Road East
Mobile, AL 36693

Jeffery Lamar Partin
5400 Hilltop Drive South
Mobile, AL 36608

Douglas & Carla Kennedy
5421 Hilltop Drive South
Mobile, AL 36608

John Baxter
5401 Springhill Woods Drive
Mobile, AL 36608

Lynn Reed Dolgos
113 Hilltop Drive East
Mobile, AL 36608

Gail W Walton
5417 Hilltop Drive South
Mobile, AL 36608

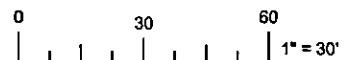
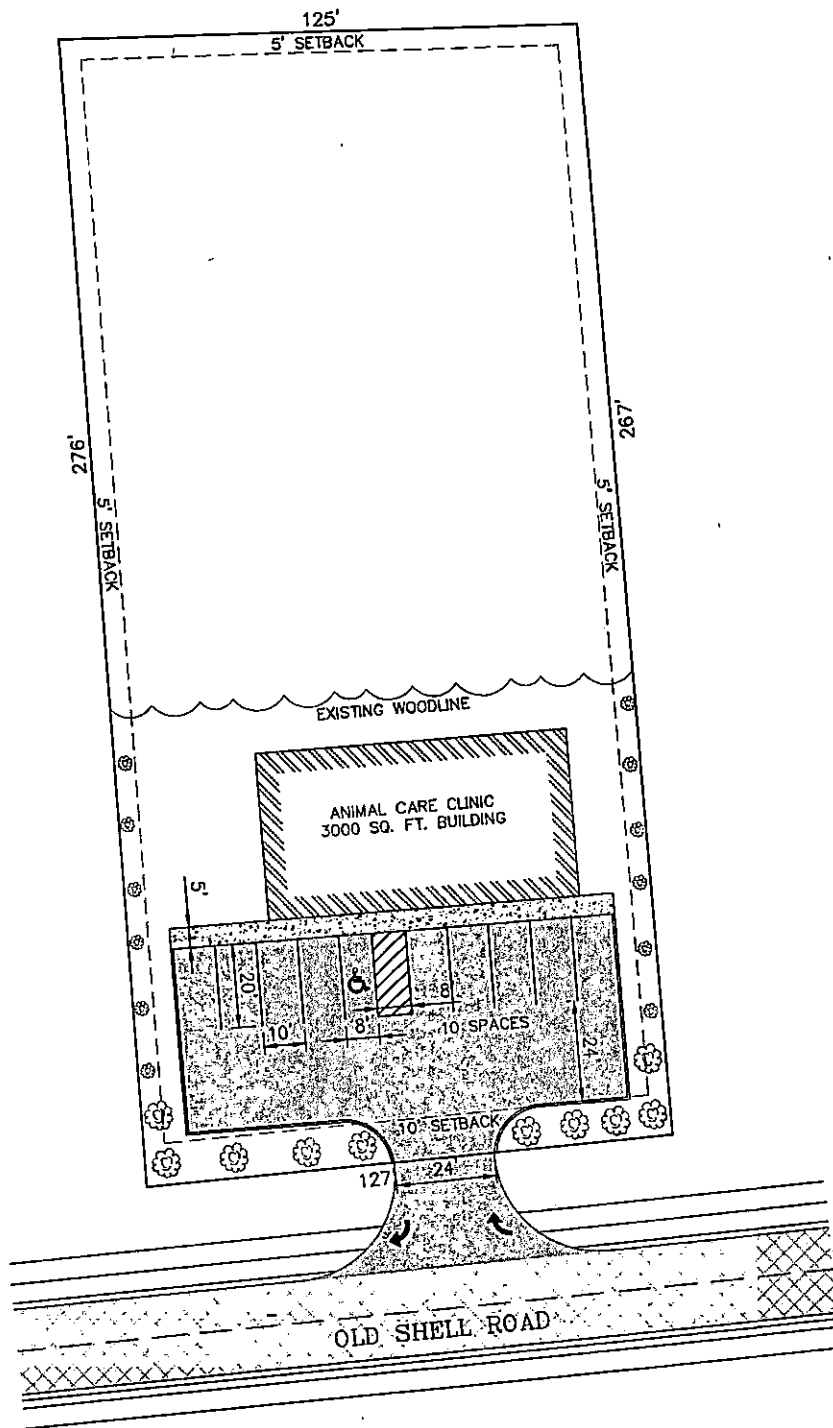
Joan Parks Leroy
5405 Hilltop Drive South
Mobile, AL 36608

Kingswood RVF Property LLC
c/o Blake Berg
356 Martin Luther King Jr. Blvd Unit B
Savannah, GA 31401

Robert & Georgeanna Murphy
5413 Hilltop Drive South
Mobile, AL 36608

Abigail Grace Leafblad
7941 Fordham Road
Mobile, AL 36619

Laura Favre Hicks
5317 Old Shell Road
Mobile, AL 36608



MOBILE CITY PLANNING COMMISSION
April 27, 2023
PUBLIC HEARING NOTICE



Re: North side of Old Shell Road, 340'± East of Cosgrove Drive
ZON-UDC-002494-2023
Jeni Knizley, Animal Care Center
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, May 18, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1), 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, May 17, 2023**, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
April 27, 2023
PUBLIC HEARING NOTICE



Re: North side of Old Shell Road, 340'± East of Cosgrove Drive
ZON-UDC-002494-2023
Jeni Knizley, Animal Care Center
District 7
Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1).

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, May 18, 2023, at 2:00 p.m.**, to consider the above referenced application.

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

The proposed zoning district is Rezoning from Single-Family Residential (R-1) to Buffer Business (B-1), 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
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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, May 17, 2023**, to allow adequate time for the Commission members to review the information.

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



Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☒ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Dr. Jeni Knizley	Jay Broughton
Firm:	Animal Care Center	Overstreet & Associates, PLLC
Phone:	251-342-6262	251-444-7150
Email:	spaymobile@gmail.com	jay@overstreeteng.com
Address:	5502 Old Shell Road	1026 Stanton Rd Daphne, AL 36526

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2009

	Owner	Design Professional
Name:		JAY BROUGHTON
Firm:	MONARCH SOUTHERN CORP INC.	OVERSTREET & ASSOCIATES, PLLC
Phone:		251-444-7150
Email:		jay@overstreeteng.com
Address:	PO BOX 76 Point Clear, AL 36564	1026 Stanton Rd Ste B Daphne, AL

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

5404 Old Shell Road Mobile, AL 36608

34898 sq. ft.

Property Address

Property Area (acres or square feet)

2805222001005.000/1500824

Parcel Number(s) or Key Number(s)

R-1

B-1

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

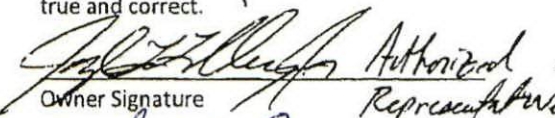
This requirement applies to any of the following applications:

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

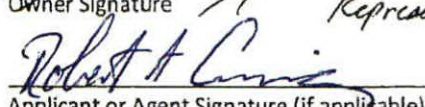
Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☒ No

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

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

 Authorized Representative

Owner Signature

 Applicant or Agent Signature (if applicable)

4/15/2023

Date

4/17/2023

Date

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

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

 Applicant or Agent Signature

4/17/2023

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

Old Shell Road has long been in the process of being front by low-intensity business uses but commercial uses nonetheless. old Shell Road is listed as a "corridor" wherein such a B-1 use as this could serve as the neighborhood destination for animal care while noting that an animal care office is a low density use of said land. This type of low intensity use is congruent with the desired low-intensity frontage uses envisioned for the old Shell Road corridor.

R-1

Future Land Use Map (FLUM) Designation

B-1

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

The creation of a veterinarian's office here will increase competition in that market in the Springhill and in the USA area in turn driving down the service costs for same which in turn improves the welfare and quality of life for the area and footprint residents. The actual services themselves that the animal care center provides will help, assist and promote the long running spay and neuter Mobile campaign which drives down the feral and stray animal population in Mobile and in the Springhill area.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The frontage lots on Old Shell road continue to develop as commercial lots of neighborhood business built and intended to serve the very neighborhoods that abut them. This development will continue to fit this changing trend as the trend in this area has been away from sleepy residential to neighborhood business for quite some time now.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
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Revised February 2023

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

Given the very established nature of SpringHill, there is virtually no new master planned residential being developed in the area. This leaves infill commercial to be the development of choice in this area. Mostly this has popped up around the USA area and this site only just a little east of USA. The infill developed in the area has been neighborhood commercial and this proposed commercial development would fit that historical and generational trend of neighborhood commercial infill development.

2. Describe the surrounding land uses.

The property is bounded by R-1 on the north, west and east sides; to the South there exists R-3. Just 4 parcels to the west there is B-2 and we are requesting B-1 here and only 2 parcels over to the west is existing B-1. This zoning would be in keeping with the idea of stepping down from higher commercial zones to lower intensity commercial zones and thence to residential via neighborhood commercial. Note that the R-3 to the South is a business.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Potentially there could be noise pollution from talkative dogs though we are proposing to mitigate this by pursuing indoor kennel runs so any barking dogs would be inside not outside. Light pollution could potentially be a problem but we plan to mitigate that by proposing downcast light, possibly amber instead of white lighting and the use of bollard lighting instead of light standards.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

There is more than adequate water, sewer and natural gas capacity to accommodate this proposed developed. The very low amount of trips will not materially affect the traffic volume on Old Shell Road.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

This is a professional services development. Mobile has been approximately 186,000 and this is a decrease from 2000 of >5% and down from a high of ~200,000 in 1980 and has been decreasing ever since. Mobile should be encouraging and making it easier for any kind of development to occur to stop the population hemorrhage and make the quality of life more palatable for its residents including anything it can to retain commercial development and keep yet another professional services business from moving to Baldwin County

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A



Plan Submission Contact Information

Name of Project Animal Care Center
Address 5404 Old Shell Road Mobile, AL 36608

Owner Monarch Southern Corp
Address P.O. Box 76 Point Clear, AL Zip Code 36564
Phone _____ Fax _____ Email _____

Authorized Agent Overstreet & Associates, PLLC
Address 1026 Stanton Road Suite B Daphne, AL Zip Code 36526
Phone 251.444.7150 Fax _____ Email jay@overstreeteng.com

Contractor TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Overstreet & Associates, PLLC
Address 1026 Stanton Road Suite B Daphne, AL Zip Code _____
Phone 251.444.7150 Fax _____ Email jay@overstreeteng.com

Architect TBD
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Submitted by:

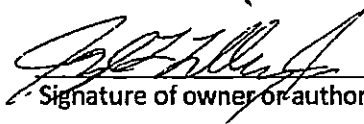
Robert A. Cummings
Signature
4/11/2023
Date

ROBERT A CUMMINGS
Print
PROJECT ENGINEER
Affiliation to project/Organization

CONTACT INFORMATION and SIGNATURES – for online applications

APPLICANT(S)

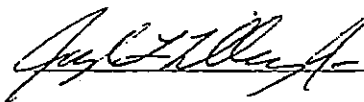
The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

 Authorized Representative Date: 4/15/2023
Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: JAY BROUGHTON	
Business Name: OVERSTREET & ASSOCIATES, PLLC	
Address: 1026 STANTON ROAD SUITE B	
City, State, Zip Code: DAPHNE, AL 36526	
Telephone: 251.444.7150	Email: jay@overstreetna.com

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

 Authorized Representative Date: 4/15/2023

Type name:	
Business Name: MONARCH SOUTHERN CORP. INC.	
Address: P.O. BOX 76	
City, State, Zip Code: POINT CLEAR, AL 36564	
Telephone:	Email:

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature:  Authorized Representative Date: 4/15/2023

Type name: Joseph L. Lilley, Jr. Authorized Representative

Use additional pages / copies of this form as needed.

STATE OF ALABAMA :

486260

COUNTY OF MOBILE :

KNOW ALL MEN BY THESE PRESENTS, that BADIA JACOBS, a single woman, hereinafter called the Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations, the receipt of which is hereby acknowledged to have been paid to the Grantor by MONARCH SOUTHERN CORPORATION, INC., hereinafter called the Grantee, does, subject to the matters hereinafter set out, if any, hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, its successors and assigns, that certain real property in the County of Mobile, State of Alabama, more particularly described as follows, to-wit:

Beginning 525 feet West of the Northeast corner of Northwest quarter of Section 22, Township 4 South, Range 2 West, run South 283 feet, then Northeast 127 feet, then North 267 feet, then West 125 feet to beginning.

This conveyance is made subject to restrictive covenants and easements applicable to said property of record in the Probate Court of Mobile County, Alabama.

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

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal this 7th day of March, 1977.

Badia Jacobs (SEAL)
BADIA JACOBS

STATE OF ALABAMA :

COUNTY OF MOBILE :

I, the undersigned Notary Public in and for said county in said state, do hereby certify that BADIA JACOBS, a single

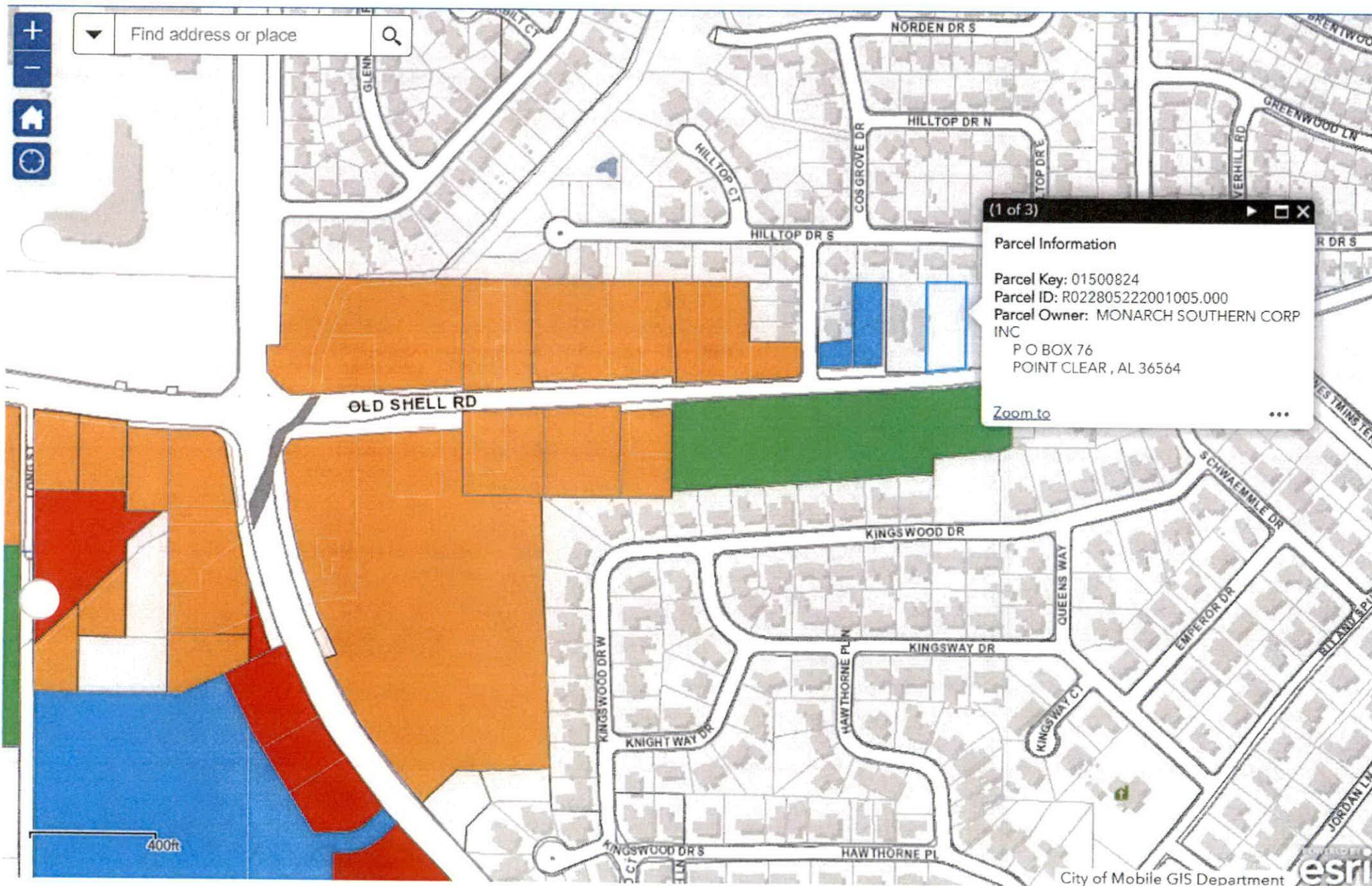
REAL PROP 1683 PAGE 0312

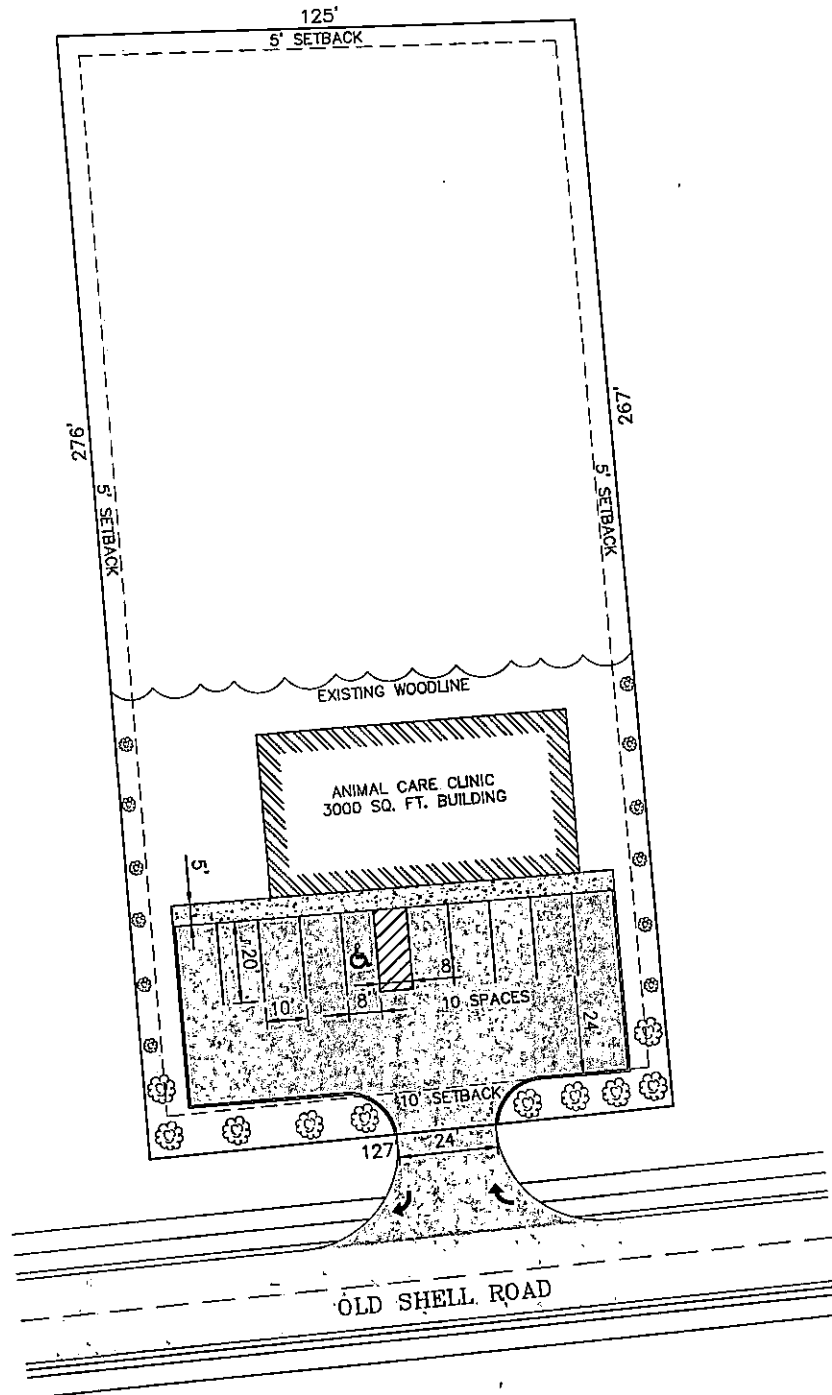
REAL PROP 1683 PAGE 0313

Anta P. McVee
Notary Public, Mobile County, Alabama

SAM M. JOHNSTON, JR.
Attorney at Law
810 Van Antwerp Bldg.
Mobile, Alabama 36602

-2-





OVERSTREET & ASSOCIATES
CONSULTING ENGINEERS
1028 STANTON ROAD, SUITE B
DAPHNE, AL 36528
251-444-7150
www.overstreeteng.com

**PRELIMINARY SITE LAYOUT
OLD SHELL ROAD
ANIMAL CARE CLINIC**

COUNTY	SCALE	DATE	DRAWN BY	CHECKED BY	SHEET
MOBILE COUNTY	1" = 30'	APRIL 2023	JEP	RAC	SHEET 1 OF 1

Hillwood Capital Partners LLC
P.O. Box 131346
Birmingham, AL 36608

William J Susman
213 Kingswood Court
Mobile, AL 36608

Dennis V Smith
P.O. 8327
Mobile, AL 36689

5414 Old Shell Road LLC
5414 Old Shell Road
Mobile, AL 36608

Parker Living Trust
5314 Old Shell Road
Mobile, AL 36608

Westside Properties
c/o Lowery Rhodes
P O Box 81686
Mobile, AL 36689

RHC Holdings
5418 Old Shell Road
Mobile, AL 36608

Dorothy Johnson Walters
5312 Old Shell Road
Mobile, AL 36608

Garrett & Rachael Carter
5412 Hilltop Drive South
Mobile, AL 36608

Daniel W. Parks Jr
4 Cosgrove Drive
Mobile, AL 36608

Deborah L Beverly
307 Long Court
Mobile, AL 36608

Robert & Rebecca Henrich
154 Ethel Windgate Dr Unit 103
Pensacola, FL 32507

David F Payne
6 Cosgrove Dr
Mobile, AL 36608

Patrick & Karen Goode
104 Hilltop Drive East
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7941 Fordham Road
Mobile, AL 36619

Laura Favre Hicks
5317 Old Shell Road
Mobile, AL 36608

Gail M Leacy
5309 Old Shell Road
Mobile, AL 36608

Monarch Southern Corp Inc

P.O. Box 76
Point Clear, AL 36564

Homer & Ann
P.O. 376
Mobile, AL 36601

Dr. Jeni Knizley

5502 Old Shell Road
Mobile, AL 36608

Miller Cemetery
P.O. Drawer 16227
Mobile, AL 36616

Jay Broughton

1026 Stanton Road Suite B
Daphne, AL 36526



Agenda Item #: ZON-UDC-002494-2023

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

North side of Old Shell Road, 340'± East of Cosgrove Drive

Subdivision Name (as applicable):

Not Applicable

Applicant / Agent (as applicable):

Jeni Knizley, Animal Care Center

Property Owner:

Monarch Southern Corp. Inc.

Current Zoning:

R-1, Single-Family Residential Suburban

Proposed Zoning (as applicable):

B-1, Buffer Business District Suburban

Future Land Use:

Low Density Residential

Applicable Codes, Policies, and Plans:

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

Schedule for Development (as applicable):

Not provided

Proposal:

The following is a summary of the proposal:

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

Commission Considerations:

1. Rezoning with two (2) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	5
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



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

APPLICATION NUMBER	2	DATE	May 18, 2023
APPLICANT	Jeni Knizley, Animal Care Center		
REQUEST	Rezoning from R-1 to B-1		



SITE HISTORY

The site had a one (1)-lot Subdivision and Rezoning application to rezone the site to T-B, Traditional Business District in 2013. Both applications were withdrawn by the applicant.

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

The applicant is requesting to rezone the subject site from R-1, Single-Family Residential Suburban District to B-1, Buffer Business Suburban District to allow construction of a veterinarian office. The applicant states that changing conditions in the area make the site desirable to be developed commercially, rather than residentially.

The subject site is a metes-and-bounds parcel. A pre-application meeting was had with Planning staff and the applicant's design professionals, in which they were advised of the need to submit a Subdivision application for the site as well. Therefore, it should be noted that a Subdivision application will need to be approved, and the plat subsequently recorded in Probate Court, prior to the issuance of building permits for any future use, regardless of if the rezoning is approved or not.

The subject site is abutted on the North, East, and West, by R-1 property, and to the South (across Old Shell Road) by R-3.

The property abutting the site to the West (5414 Old Shell Road) was granted a Use Variance in 1971 to allow the R-1 property to be developed as apartments. The property abutting the site to the East (5400 Old Shell Road), had a rezoning application (R-1 to B-2) considered by the Planning Commission at its September 18, 2008 meeting, which was denied due to the following reasons:

- 1) At 0.6 acres, the site falls well below the recommended two (2) acre minimum size for the creation of a new freestanding B-2 district;
- 2) Rezoning of the site could be considered spot zoning and an inappropriate encroachment into a residential area;
- 3) The justification for rezoning submitted does not correspond with the four reasons specified in Section 64-9 of the Zoning Ordinance; and
- 4) The site is depicted as residential on the General Land Use Map of the Comprehensive Plan.

While there are several commercial developments along this portion of Old Shell Road, there have been no rezonings or use variances granted recently that indicate a change in conditions which make the proposed rezoning desirable.

The applicant is requesting B-1 for the proposed animal services use. This zoning classification only allows indoor facilities; provision of outdoor facilities would additionally require a Special Exception request.

While zoning consideration is not site plan specific, the provided site plan does not depict required protection buffers where the site abuts adjacent R-1 properties, does not depict the correct front setback, and does not indicate if a dumpster will be placed on the site. If the rezoning is approved, development of the site must comply with the requirements of the UDC.

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

The "Applicant Materials for Consideration" link at the beginning of the staff report will take you to the documents submitted to address the UDC requirements.

Considerations:

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

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

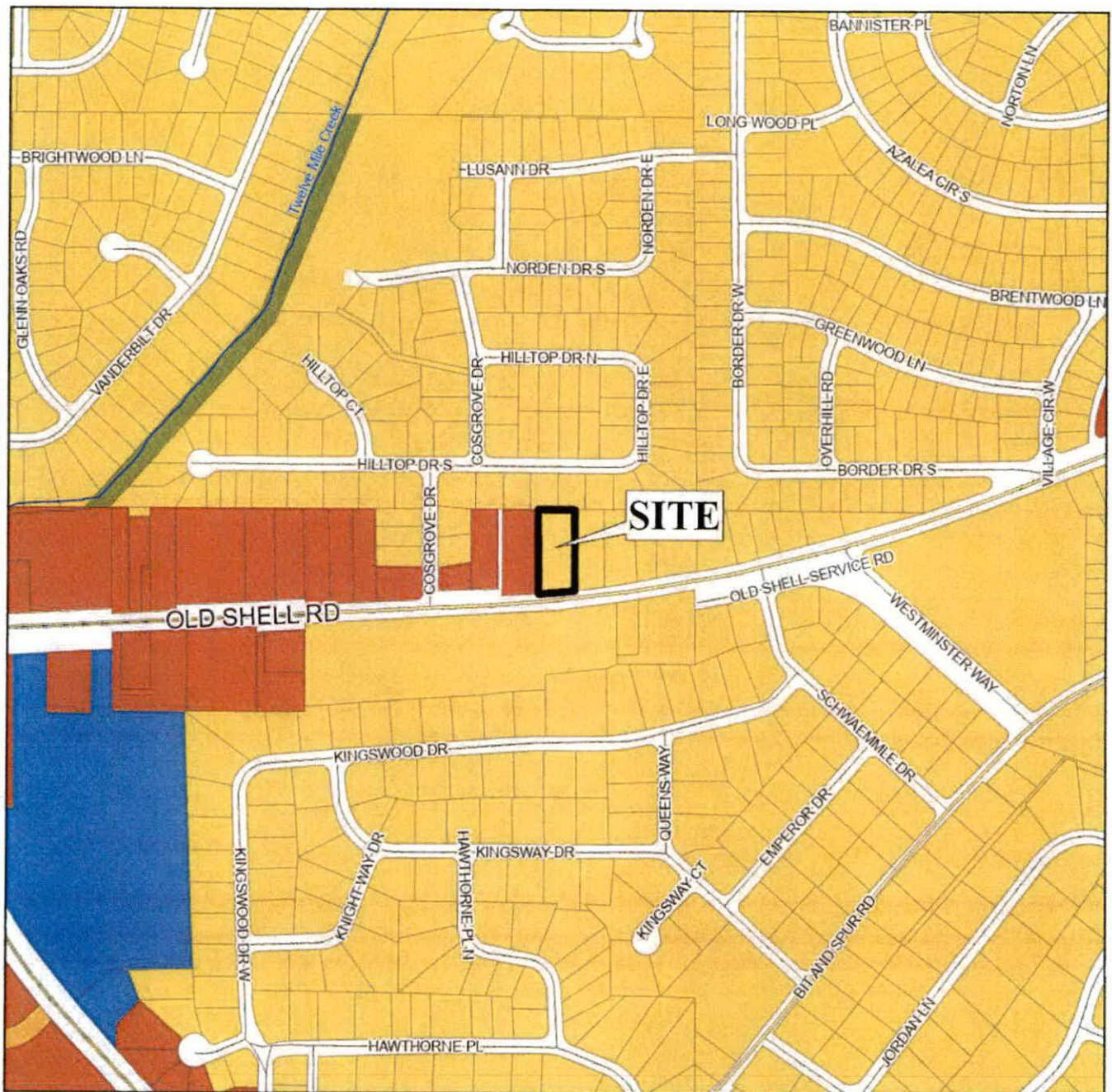
LOCATOR ZONING MAP



APPLICATION NUMBER 2 DATE May 18, 2023
 APPLICANT Jeni Knizley, Animal Care Center
 REQUEST Rezoning from R-1 to B-1



FLUM LOCATOR MAP



APPLICATION NUMBER 2 DATE May 18, 2023

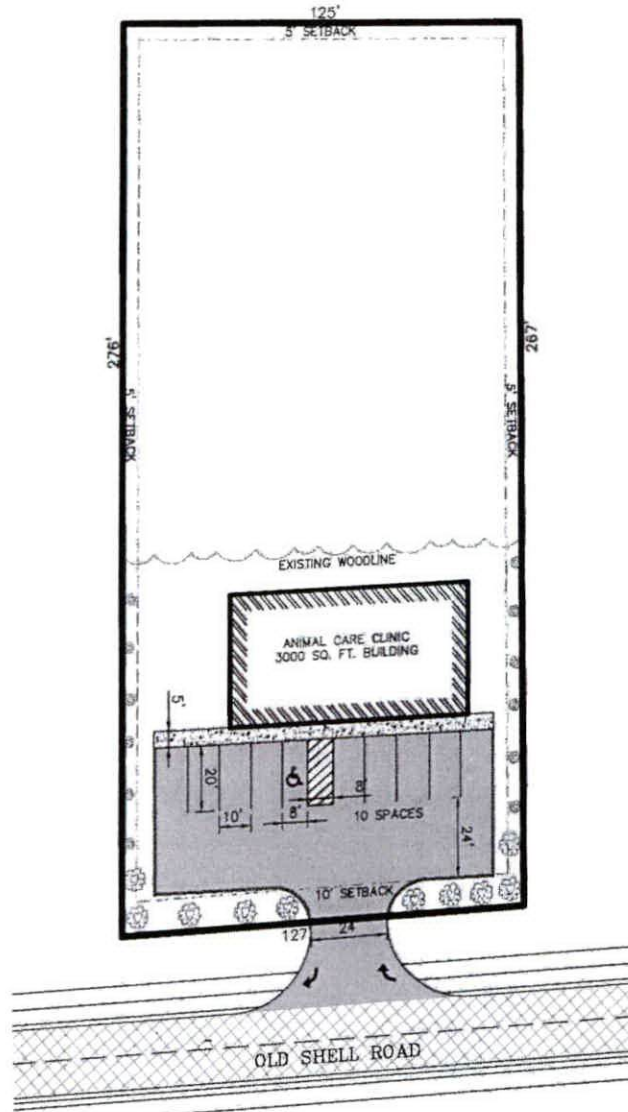
APPLICANT Jeni Knizley, Animal Care Center

REQUEST Rezoning from R-1 to B-1

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



SITE PLAN



The site plan illustrates the proposed building, parking, and setbacks.

APPLICATION NUMBER 2 DATE May 18, 2023

APPLICANT Jeni Knizley, Animal Care Center

REQUEST Rezoning from R-1 to B-1



NTS

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

Zoning District Correspondence Matrix

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

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Sponsored by:

Councilmember C. J. Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
7/27/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/27/2023 - 3:13
PM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Modification
of a Planned Unit Development located at
2970 McVay Drive North and 3030 McVay Drive North

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance for the proposed modification of a Planned Unit Development located at 2970 McVay Drive North and 3030 McVay Drive North.

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 modifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST 358.78 FEET) TO THE P.T. THEREOF; THENCE SOUTH 18°-30'-18" EAST AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE

SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMAe Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMAe Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMAe Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

Is consistent with all applicable requirements of Chapter 64;
Is compatible with the character of the surrounding neighborhood;
Will not impede the orderly development and improvement of surrounding property;

Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;

Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;

Will not be detrimental or endanger the public health, safety or general welfare; and

That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the Mobile City Council proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the Mobile City Council in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 9th day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2970 McVay Drive North and 3030 McVay Drive North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 9, 2020. The owner of said property has applied for a modification of the PUD to shift the lot line and reconfigure parking. If approved, the modification will shift the lot line and reconfigure parking subject to the following proposed conditions 1) Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements; 2) Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 3) Retention of the right-of-way widths of McVay Drive North and McMAe Drive as depicted on the site plan; 4) Retention of the 25-foot minimum building setback line along McVay Drive North; 5) Revision of the site plan to label the 25-foot minimum building setback line along McMAe Drive; 6) Revision of the site plan to label the 10-foot slope easement along McMAe Drive; 7) Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder; 8) Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD; 9) Compliance with all Engineering comments noted in this staff report; 10) Compliance with all Traffic Engineering comments noted in this staff report; 11) Compliance with all Urban Forestry comments noted in this staff report; 12) Compliance with all Fire Department comments noted in this staff report; 13) Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and, 14) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

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THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMaie Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMaie Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMaie Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of Chapter 64;
- B. Is compatible with the character of the surrounding neighborhood;

- C. Will not impede the orderly development and improvement of surrounding property;
- D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. Will not be detrimental or endanger the public health, safety or general welfare; and
- H. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

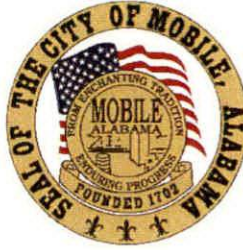
1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMaie Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMaie Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMaie Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. 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

**DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent)
2970 McVay Drive North and 3030 McVay Drive North
Council District 3
C.J. Small**



THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

July 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 15, 2023 considered the request of DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent), for a Major Modification of a Previously Approved Planned Unit Development (PUD) to shift the lot line and reconfigure parking for the property located at 2970 McVay Drive North and 3030 McVay Drive North.

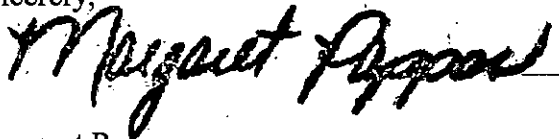
After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McVay Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McVay Drive;
6. Revision of the site plan to label the 10-foot slope easement along McVay Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;

10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

A handwritten signature in black ink, appearing to read "Margaret Pappas", written over a horizontal line.

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the _____ day of _____, 20__ in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 2970 McVay Drive North and 3030 McVay Drive North.

The proposed amendment will modify a Planned Unit Development (PUD) that was approved for said location on January 9, 2020. The owner of said property has applied for a modification of the PUD to shift the lot line and reconfigure parking. If approved, the modification will shift the lot line and reconfigure parking subject to the following proposed conditions 1) Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements; 2) Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information; 3) Retention of the right-of-way widths of McVay Drive North and McMaie Drive as depicted on the site plan; 4) Retention of the 25-foot minimum building setback line along McVay Drive North; 5) Revision of the site plan to label the 25-foot minimum building setback line along McMaie Drive; 6) Revision of the site plan to label the 10-foot slope easement along McMaie Drive; 7) Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder; 8) Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD; 9) Compliance with all Engineering comments noted in this staff report; 10) Compliance with all Traffic Engineering comments noted in this staff report; 11) Compliance with all Urban Forestry comments noted in this staff report; 12) Compliance with all Fire Department comments noted in this staff report; 13) Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and, 14) Full compliance with all municipal codes and ordinances.

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

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

WHEREAS, a Planned Unit Development (PUD) was approved on January 9, 2020 to allow multiple buildings on a single building site along with shared access between building sites on property located at 2970 McVay Drive North and 3030 McVay Drive North and described as follows:

BEGINNING AT THE NORTHWEST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION AS RECORDED IN MAP BOOK 123 PAGE 15, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTHWARDLY ALONG THE EAST LINE OF MCVAY DRIVE AND ALONG THE ARC OF A 2873.05 FOOT RADIUS CURVE TO THE RIGHT 359.01 FEET (CHORD BEARS SOUTH 22°-07'-29" EAST-358.78- FEET)-TO THE P.T. THEREOF; THENCE SOUTH-18°-30'-18" EAST- AND CONTINUING ALONG THE EAST LINE OF MCVAY DRIVE 303.84 FEET; THENCE NORTH 71°-25'-25" EAST 0.40 FEET; THENCE SOUTH 18°-35'-31" EAST 24.37 FEET; THENCE NORTH 71°-29'-42" EAST 38.55 FEET; THENCE NORTH 18°-30'-18" WEST 101.83 FEET; THENCE NORTH 71°-30'-37" EAST 629.88 FEET; THENCE SOUTH 06°-21'-56" EAST 599.19 FEET TO THE P.C. OF A 7.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE 8.01 FEET TO THE P.T. THEREOF; THENCE SOUTH 54°-51'-39" WEST 28.33 FEET TO THE P.C. OF A 60.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY, SOUTHWARDLY, AND SOUTHEASTWARDLY ALONG THE ARC OF SAID CURVE 144.07 FEET TO THE P.T. THEREOF (CHORD BEARS SOUTH 13°-55'-40" EAST 111.87 FEET); THENCE SOUTH 82°-42'-58" EAST 47.85 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, MCGOWIN NORTH SUBDIVISION, UNIT THREE AS RECORDED IN INSTRUMENT NO. 2019033376, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE NORTH 51°-08'-43" EAST 52.97 FEET TO THE SOUTHEAST CORNER OF LOT 1; THENCE NORTH 06°-21'-56" WEST ALONG THE EAST LINE OF LOT 1 A DISTANCE OF 651.66 FEET; THENCE NORTH 06°-18'-08" WEST 354.88 FEET TO A CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE SOUTH 85°-30'-13" WEST 152.27 FEET; THENCE NORTH 11°-28'-22" WEST 370.52 FEET TO A CORNER OF LOT 2 ON THE WEST LINE OF MCMAE DRIVE; THENCE NORTHWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 45.19 FEET TO THE P.T. THEREOF; THENCE NORTH 04°-33'-58" WEST ALONG THE WEST LINE OF MCMAE DRIVE 102.75 FEET TO THE P.C. OF A 99.24 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWARDLY ALONG THE ARC OF SAID CURVE 51.98 FEET TO THE P.T. THEREOF; THENCE NORTH 34°-34'-26" WEST 9.60 FEET TO THE NORTHEAST CORNER OF LOT 2, GRADY AUTOMOTIVE SUBDIVISION; THENCE WESTWARDLY ALONG THE NORTH LINE OF LOT 2 AS FOLLOWS: THENCE SOUTH 66°-49'-45" WEST 331.14 FEET; THENCE SOUTH 06°-35'-40" EAST 200.79 FEET; THENCE SOUTH 83°-22'-54" WEST 79.96 FEET; THENCE SOUTH 54°-47'-20" WEST 304.75 FEET TO THE POINT OF BEGINNING.

WHEREAS, the owner of said property applied for a Major Modification of the PUD on May 12, 2023 to shift the lot line and reconfigure parking.

WHEREAS, the Planning Commission held a public hearing on the requested modification on June 15, 2023 and recommended approval of the Major Modification of the PUD subject to the following conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMaie Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMaie Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMaie Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

WHEREAS, the City Council finds that the proposed modification:

- A. Is consistent with all applicable requirements of Chapter 64;
- B. Is compatible with the character of the surrounding neighborhood;
- C. Will not impede the orderly development and improvement of surrounding property;
- D. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;

- E. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
- F. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;
- G. Will not be detrimental or endanger the public health, safety or general welfare; and
- H. That the proposed modification is in the City's and the larger community's best interests.

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

Section One: That the modification of the PUD is hereby approved with the following required conditions:

1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. 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

**DAA-McVay Subdivision (Kari Givens, Byrd Surveying/Prescott Bailey, Agent)
2970 McVay Drive North and 3030 McVay Drive North
Council District 3
C.J. Small**



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 29, 2023

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

**Re: 2970 McVay Drive North and 3030 McVay Drive North
MOD-002522-2023**

DAA-McVay Subdivision

Kari Givens, Byrd Surveying/Prescott Bailey

District 3

Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

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

At its meeting on June 15, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the Major Planned Unit Development (PUD) Modification request:

- A. The request is consistent with all applicable requirements of this Chapter;**
- B. The request is compatible with the character of the surrounding neighborhood;**
- C. The request will not impede the orderly development and improvement of surrounding property;**
- D. The request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;**
- E. The request will minimize traffic hazards and traffic congestion on the public roads;**
- F. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas;**
- G. The request shall not be detrimental or endanger the public health, safety or general welfare; and**
- H. Benefits Consideration. The request will be in the City's and the larger community's best interests.**

As such, the Planning Commission voted to recommend Approval of the Major PUD Modification to the City Council, subject to the following conditions:

- 1. Revision of the site plan to ensure that parking and access aisles on Lot A impacted by the property line relocation remain compliant with UDC requirements;**

2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot A will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

After you have obtained all the necessary approval signatures and the plat has been recorded in the Mobile County Probate Office, five copies of the recorded plat (including instrument number) must be submitted to the Planning and Zoning Department office. This procedure must be completed within one (1) year, or the Tentative Approval will expire.

Please also submit a CAD compatible (DXF) digital copy of the final plat to the Planning and Zoning Department office once the plat has been submitted to Probate for recording. This may be submitted on disk, flash drive, memory stick, or via e-mail to planning@cityofmobile.org.

The advertising fee for this application based on the current legal description is \$696.54. 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:


Bert Hoffman
Deputy Director of Long-Range Planning

MOBILE CITY PLANNING COMMISSION

May 25, 2023

PUBLIC HEARING NOTICE



Re: **2970 McVay Drive North & 3030 McVay Drive North**
DAA-McVay Subdivision
MOD-002522-2023

Kari Givens, Byrd Surveying
District 3

Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.** to consider your above referenced application.

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

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

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/> . You may also submit comments by letter 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, June 14, 2023**, to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

May 25, 2023

PUBLIC HEARING NOTICE



Re: **2970 McVay Drive North & 3030 McVay Drive North**

DAA-McVay Subdivision

MOD-002522-2023

Kari Givens, Byrd Surveying

District 3

Modification of a previously approved Planned Unit Development to shift the lot line and reconfigure parking.

Dear Property Owner(s):

This letter is to advise adjacent property owners, as required by State Law, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 15, 2023, at 2:00 p.m.**, to consider the above referenced application.

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

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

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter 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, June 14, 2023**, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedures limit both the 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

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☐ Planned Development

Checklist C

☐ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☒ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

	Applicant	Agent (If Applicable)
Name:	Prescott Bailey	
Firm:	Stoa Group	
Phone:	225-229-6333	
Email:	pbailey@stoagroup.com	
Address:	210 East Morris Avenue, Hammond LA 70403	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	Bart Thomas	
Firm:	City Construction & Development, LLC	
Phone:	901-229-2543	
Email:	bthomas@cityllc.com	
Address:	6225 Greenlee, Suite 102	

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

3030 McVay N Drive

34.5 ac

Property Address

Property Area (acres or square feet)

#1508470 & #00899709

Parcel Number(s) or Key Number(s)

B-3

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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


Owner Signature

4/28/23
Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- ☒ Planning Commission Application
- ☒ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

As this modification is simply a lot line shift to account for the correct boundaries and the expanded PUD boundary will not have any additional improvements done, there is no change that will not align to the comprehensive plan with this boundary change.

Commercial

Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.

No changes are being made to the existing conditions of the site with this PUD modification.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.

This change requires no impacts to surrounding properties. This proposal simply moves the existing lot lines.

4. Does the site design include adequate public facilities and utilities? ☒ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)

☒ Yes ☐ No

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

6. Please provide the following information:

- ☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

Not applicable. This is a major PUD revision for a boundary line shift, with no new structures to be added inside the PUD.

- ☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

No additional landscaping or screening is being added with this change.

- ☐ Lighting:

No additional lighting is being added with this change.

- ☐ Hours of operation:

Hours: Thursday 8 AM–5 PM, Friday 9 AM–2 PM, Saturday-Closed, Sunday-Closed, Monday 10 AM–4 PM, Tuesday 10 AM–4 PM, Wednesday 10 AM–5 PM

- ☐ Other conditions that are unique to the use of the property:

N/A

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

Not applicable- the boundary line change should not involve any of the above as it requires no construction.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

There's no change to the overall benefit or interest of the community with the boundary adjustment.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?

Not Required.

2. What information was presented at the meeting?

Not Required.

3. What concerns were raised during the meeting?

Not Required.

4. Were any modifications made or considered in response to the concerns raised at the meeting?

Not Required.

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile Commission or the Board of Zoning Adjustments.

Prescott Bailey

Digitally signed by Prescott Bailey
DN: C=US, E=pbailey@stoagroup.com, O="Stoa Group, LLC", CN=Prescott Bailey
Date: 2023.05.17 12:55:49-05'00'

Date: 5/17/2023

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name:	Prescott Bailey		
Business Name:	Stoa Group		
Address:	210 E. Morris Avenue		
City, State, Zip Code:	Hammond, LA, 70403		
Telephone:	225-441-1100	Email:	pbailey@stoagroup.com

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

DocuSigned by:
Signature: Bart Thomas Date: 5/17/2023
E0B3666EDEC849D...

Type name:	DAA ACQUISITION OF ALABAMA, LLC		
Business Name:			
Address:	500 MERIDIAN BLVD., SUITE 700		
City, State, Zip Code:	FRANKLIN, TN 37067		
Telephone:	901.229.2543	Email:	bthomas@cityllc.com

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

DocuSigned by:
Signature: Bart Thomas Date: 5/17/2023
E0B3666EDEC849D...

Type name: DAA ACQUISITION OF ALABAMA, LLC



Plan Submission Contact Information

Name of Project The Waters at McGowin

Address 3030 N McVay Drive , Mobile, AL 36606

Owner Bart Thomas

Address 3030 McVay Drive , Mobile, AL Zip Code 36606

Phone 901-229-2543 Fax _____ Email bthomas@cityllc.com

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor Stoa Group

Address 210 E. Morris Avenue, Hammond, LA Zip Code 70403

Phone 225-441-1100 Fax _____ Email pbailey@stoagroup.com

Civil Engineer Novus Reb

Address 515 Mouton Street, Ste. 201, Baton Rouge, LA Zip Code 70806

Phone 225-442-3140 Fax _____ Email jason@novusreb.com

Architect The Architectural Studio

Address 409 North Seventh Street, Baton Rouge, LA Zip Code 70802

Phone 225-215-1777 Fax _____ Email eric@architect7.com

Submitted by:

Signature

5/1/2023

Date

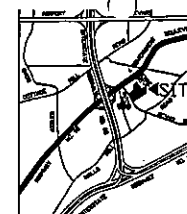
Prescott Bailey

Print

Director of Development - Stoa Group

Affiliation to project/Organization

PARKING DATA			
EXISTING BUILDING SPACES			
EXISTING DRIVE - NEW BAY/1	0 FOR NEW BAY/1		15 SPACES
EXISTING SPACE PROVIDE (BUILDING PROTECT)			NEW SPACES
NET BUILDING SPACES			
EXISTING DRIVE, ADDITION - NEW BAY/1	0 FOR NEW BAY/1		20 SPACES
EXISTING DRIVE - CLASH BAY/1	0 FOR NEW BAY/1		40 SPACES
NEW SPACES			
NEW DRIVEWAY SPACES			NEW SPACES
NEW DRIVEWAY/DRIVEWAY SPACES			130 SPACES
NEW SPACES PROVIDE			NEW SPACES
NEWSPRINT PROVIDED			5 SPACES

[illegible]VICINITY MAP 

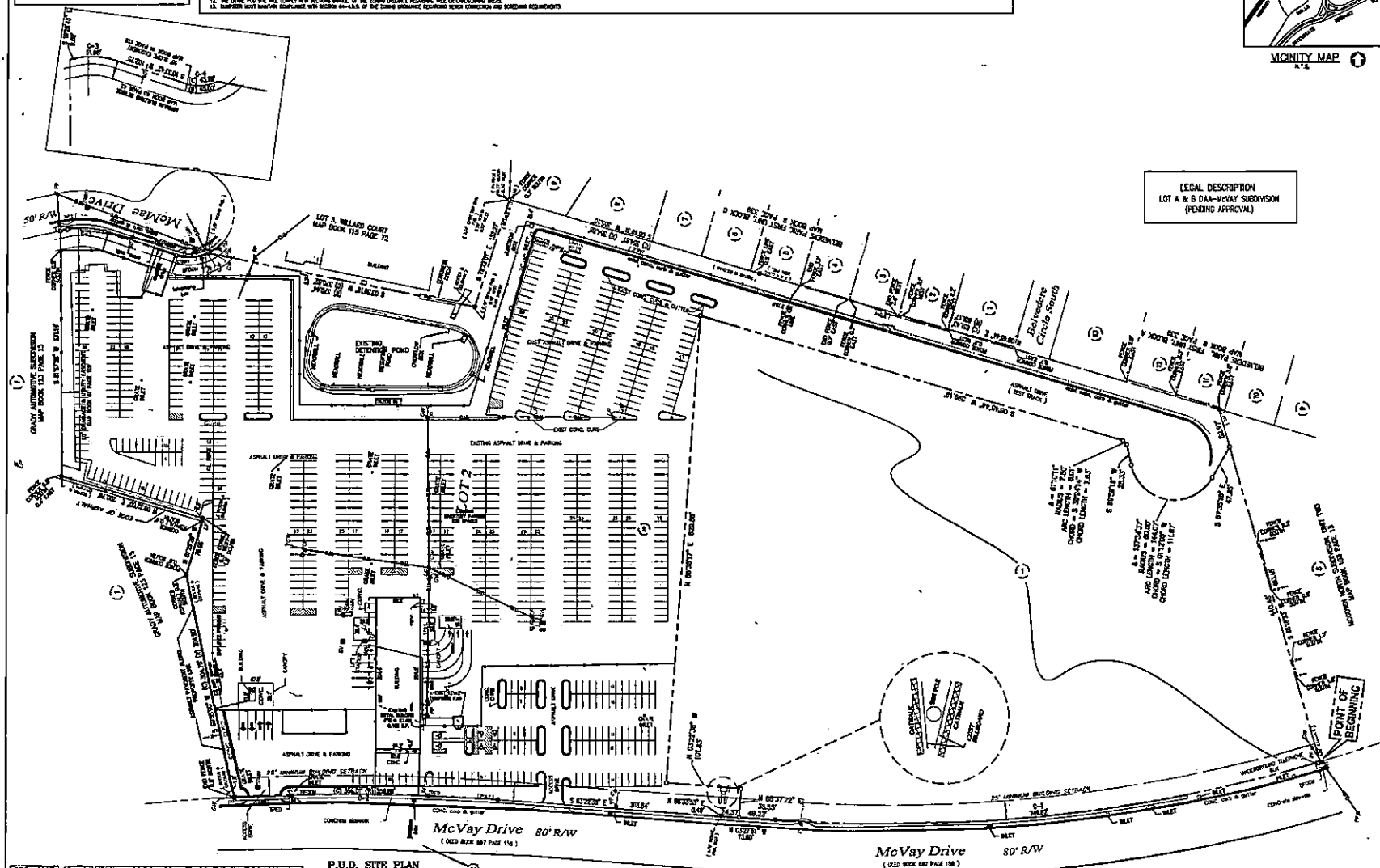
Element
engineering
3938 GOVERNMENT BLVD
SUITE 104
MOBILE, AL.
36693

REVISIONS		
Date	Description	Approved

CLIENT: DEALERS AUTO AUCTION
PROJECT: DEALERS AUTO AUCTION NEW INVENTORY LOT EXPANSION

JOB NO.	19-15
DATE:	5/11/202
DRAWN BY:	SJ
SCALE:	SHOW
SHEET NO.	

PUD1.1



GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024	KNOX ANTHONY W PO BOX 16844 MOBILE, AL 36616	DAA ACQUISITION OF ALABAMA LLC 5000 MERIDIAN BLVD STE 700 FRANKLIN, TN 37067
THOMAS LLC 362 COMMERCIAL PARK DR MOBILE, AL, 36532	THOMAS L L C 362 COMMERCIAL PARK DR FAIRHOPE, AL 36532	GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024
MOMENTUM PROPERTY GROUP MOBILE1 LLC PO BOX 160687 MOBILE, AL 36616	GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024	DAA ACQUISITION OF ALABAMA LLC 5000 MERIDIAN BLVD STE 700 FRANKLIN, TN 37067
GROUP 1 REALTY INC 800 GESSNER RD STE 500 HOUSTON, TX 77024	MASSENGALE WILLIAM, JOSEPH MASSENGALE & GLORIA 407 CONDE AVE DAUPHIN ISLAND, AL 36528	THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE ALABAMA MCGOWIN PARK PROJECT C/O RYAN LLC-PTS PO BOX 460369, DEPT 100 HOUSTON, TX 77056
DAA ACQUISITION OF ALABAMA LLC 5000 MERIDIAN BLVD STE 700 FRANKLIN, TN 37067	O & B PROPERTIES INC C/O JOHN BAXTER 5401 SPRINGHILL WOODS DR MOBILE, AL 36608	ARG MGBALOO1 LLC ATTN: MICHAEL ANDERSON 38 WASHINGTON SQ NEWPORT, RI 2840
SOUTHERN REAL ESTATE CO INC P O BOX 5738 MERIDIAN, MS 39302	SMP PROPERTIES LLC C/O DEVIN SELLERS 5570 NEVIUS RD MOBILE, AL 36619	BARRETT ONIE W JR & BRENDA SENN BARRETT 1008 BELVEDERE DR MOBILE, AL 36606
FAIR LAVADA 2751 BELVEDERE CIR N MOBILE, AL 36606	FRANCIS HOLDINGS LLC PO BOX 40041 MOBILE, AL 36640	GOLEMON SHARON P & DONALD E GOLEMON 1011 BELVEDERE CIR W MOBILE, AL 36606
MUHAMMAD DERRICK O & CINDY P 1002 BELVEDERE DR MOBILE, AL 36606	CAMPBELL RICARDO A 1010 W BELVEDERE CIR MOBILE, AL 36606	NICKERSON PORTIA T & EUGENE DANDRIDGE 1009 W BELVEDERE CIR MOBILE, AL 36606
MILLER HELEN D 308 N CLAIBORNE ST MOBILE, AL 36603	BUTTERS ANGELA & DARRELL BUTTERS 3824 POINT RD MOBILE, AL 36619	ROBINSON NATHANIEL III & ANDREA D ROBINSON 1007 BELVEDERE CIR W MOBILE, AL 36606
CARSTARPHEN WILLIAM JR 1006 BELVEDERE DR MOBILE, AL 36605	DAA ACQUISITION OF ALABAMA LLC C/O DAVID ANDREWS 5000 MERIDIAN BLVD SUITE 700 FRANKLIN, TN 37067	BATTISTE JANICE K & MICHAEL 1005 W BELVEDERE CIR MOBILE, AL 36606

JOHNSON WILLIETTE C & RAY A JOHNSON
1001 BELVEDERE CIR W
MOBILE, AL 36606

JEFFERSON REBECCA GRACE PARKS
2752 BELVEDERE CIR N
MOBILE, AL 36606

BUNDY RUSSELL & WENDY BUNDY
2756 BELVEDERE CIR N
MOBILE, AL 36606

GARDNER LANA AKA LANA GARDNER
KERSHNER
1124 PACE PKWY
MOBILE, AL 36693

GATSON JERRILYN R
1002 W BELVEDERE CIR
MOBILE, AL 36606

ETHERIDGE FORESTINE
1006 BELVEDERE CIR W
MOBILE, AL 36606

CRENSHAW ROBERT D
1014 W BELVEDERE CIR
MOBILE, AL 36618



Agenda Item #: 5

SUB-002523-2023 & MOD-002522-2023

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – PUD Modification](#)

DETAILS

Location:

2970 McVay Drive North and 3030 McVay Drive
North

Subdivision Name (as applicable):

DAA-McVay Subdivision

Applicant / Agent (as applicable):

Byrd Surveying

Property Owner:

DAA Acquisition of Alabama, LLC

Current Zoning:

B-3, Community Business Suburban

Proposed Zoning (as applicable):

Not applicable

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development (as applicable):

Not Applicable

Proposal:

- Subdivision approval to create two (2) legal lots of record
- Modification of a previously approved Planned Unit Development

Commission Considerations:

1. Subdivision proposal with eleven (11) conditions; and
2. Modification of a previously approved Planned Unit Development with thirteen (13) conditions.

Report Contents:

Page

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Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER	5	DATE	June 15, 2023
APPLICANT	DAA-McVay Subdivision		
REQUEST	Subdivision, PUD Modification		



SITE HISTORY

The site has been the subject of numerous Planned Unit Developments (PUD's), both Commission-approved and Administrative PUD's, since 1999 to allow multiple buildings on a single building site and shared access between building sites. A Sign Variance was granted by the Board of Zoning Adjustment in 1999 for the Northern portion of the site. The Northern portion of the site also received Subdivision approval in 1999, and the Southern portion of the site received Subdivision approval in 2019. The latest PUD for the site was approved in 2020.

STAFF COMMENTS

Engineering Comments:

Subdivision

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Add a graphic scale.
- C. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 25 - #79) LOTS A and B 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 A – NONE AND lot B – NONE.
- D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Modification of Planned Unit Development

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

- 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
- 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
- 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

Fire Department Comments:

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

Planning Comments:

Subdivision

The subject site consists of Lot 1, McGowin North Subdivision, approved in 2019, and Lot 2, Grady Automotive Subdivision, approved in 1999. The applicant is proposing a 2-lot, 24.1±- acre subdivision by relocating the common internal property line between the two lots. Both lots would front on existing public streets and exceed the minimum lot size for a newly platted property in a B-3, Community Business Suburban District. If approved, the lot size labels in in both square feet and acres should be retained on the Final Plat. The subject site is served by public water and sanitary sewer services.

The site has frontage on McVay Drive North and McMaie Drive. McVay Drive North is a collector street with a complaint 80-foot right-of-way, and McMaie Drive is a minor street with curb and gutter and a compliant 50-foot right-of-way. Therefore, no frontage dedication would be required. The right-of-way widths of both streets should be retained on the Final Plat, if approved.

The preliminary plat shows a 25-foot minimum building setback line along McVay Drive North, and this should be retained on the Final Plat, if approved. The recorded 25-foot minimum building setback line along McMaie Drive is illustrated, but not labeled as such. Therefore, the plat should be revised to label the 25-foot minimum building setback line along McMaie Drive, if approved.

The preliminary plat indicates a recorded 25-foot drainage and utility easement along a portion of the Northern boundary of the site. Also illustrated, but not identified, is a recorded 10-foot slope easement along McMaie Drive. Therefore, the plat should be revised to label this easement. A note should be placed on the Final Plat

stating that no structure may be placed or constructed within any easement without the permission of the easement holder.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be placed on the Final Plat stating these comments.

Planned Unit Development Modification

The previously approved Planned Unit Development (PUD) allowed for multiple buildings on a single building site along with shared access between building sites. The applicant states there are no physical modifications to that PUD proposed in the current request, with the only revision proposed is the relocation of the common interior property line between the two lots associated with the PUD. However, it appears there will be a bit of a parking reduction for the use on proposed Lot 1, as some parking appears to extend into the proposed Lot 2.

As no new construction is proposed at this time, only minor revisions would be required to the site plan. Some of the approval conditions of the previous PUD will still apply, while others will not.

It should be noted that the proposed location of the common property line through existing parking and vehicle inventory areas will result in substandard parking circulation aisles. As such, the site plan should be revised to assure that all impacted parking and circulation areas are revised to comply with UDC requirements.

The site plan should also be revised to label each lot with its size in both square feet and acres to correspond with the associated subdivision, or a table should be furnished on the site plan providing the same information. The right-of-way widths of McVay Drive North and McMae Drive should be retained on the site plan. The 25-foot minimum building setback line should be retained as shown along McVay Drive North. As the 25-foot minimum building setback line is not labeled along McMae Drive, the site plan should be revised to do so. The site plan should also be revised to label the 10-foot slope easement along McMae Drive.

As the site plan indicates easements within the site, a note should be placed on a revised site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder. Proposed Lot 1 is developed and proposed Lot 2 is vacant; however, as the purpose of the current application is to create Lot 2 and remove it from the current PUD, only Lot 1 will be required to modify the previously approved PUD in the future.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the site plan stating these comments.

A revised Modified Planned Unit Development site plan (hard copy and pdf) should be submitted to and approved by Planning and Zoning prior to signing the Final Plat for the associated subdivision.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
2. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the preliminary plat;
3. Retention of the 25-foot minimum building setback line along McVay Drive North;
4. Revision of the plat to label the 25-foot minimum building setback line along McMae Drive;
5. Revision of the plat to label the 10-foot slope easement along McMae Drive;
6. Placement of a note on the Final Plat stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report;
10. Compliance with all Fire Department comments noted in this staff report; and
11. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-8-B.(5) states the following concerning Planned Unit Development Modifications:

Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:

1. Is consistent with all applicable requirements of this Chapter;
2. Is compatible with the character of the surrounding neighborhood;
3. Will not impede the orderly development and improvement of surrounding property;
4. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
 - a. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
 - b. Includes adequate public facilities and utilities;

5. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
6. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
7. Shall not be detrimental or endanger the public health, safety or general welfare.
8. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

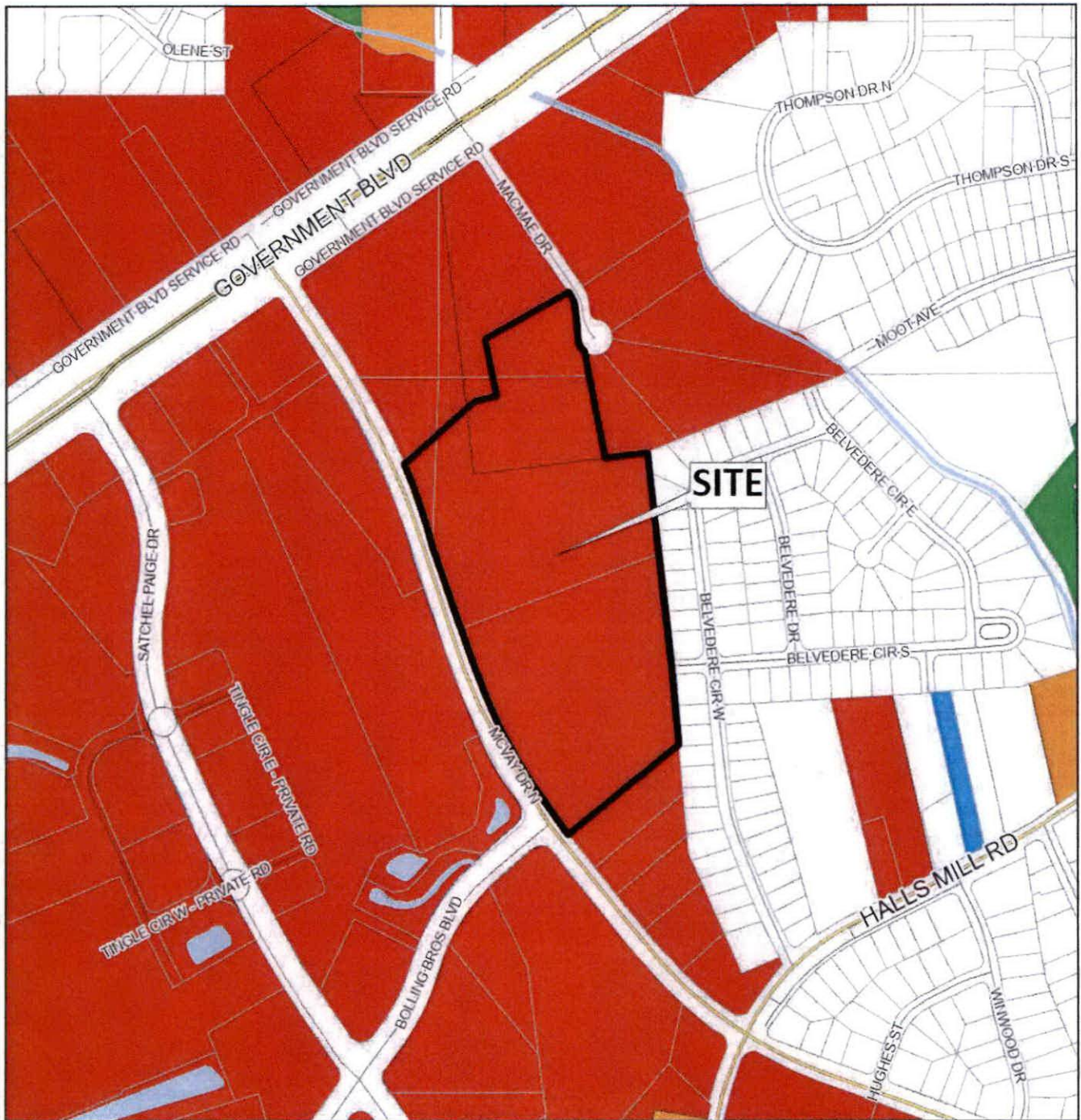
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Modified Planned Unit Development, the following conditions could apply:

1. Revision of the site plan to ensure that parking and access aisles on Lot 1 impacted by the property line relocation remain compliant with UDC requirements;
2. Revision of the site plan to label each lot with its size in both square feet and acres, or the furnishing of a table on the site plan providing the same information;
3. Retention of the right-of-way widths of McVay Drive North and McMae Drive as depicted on the site plan;
4. Retention of the 25-foot minimum building setback line along McVay Drive North;
5. Revision of the site plan to label the 25-foot minimum building setback line along McMae Drive;
6. Revision of the site plan to label the 10-foot slope easement along McMae Drive;
7. Placement of a note on the site plan stating that no structure may be placed or constructed within any easement without the permission of the easement holder;
8. Placement of a note on the site plan stating that future proposed development on Lot 1 will require a Modified PUD;
9. Compliance with all Engineering comments noted in this staff report;
10. Compliance with all Traffic Engineering comments noted in this staff report;
11. Compliance with all Urban Forestry comments noted in this staff report;
12. Compliance with all Fire Department comments noted in this staff report;
13. Submittal to and approval by Planning and Zoning of a revised Modified Planned Unit Development site plan (hard copy and pdf) prior to signing the Final Plat for the associated subdivision; and,
14. Full compliance with all municipal codes and ordinances.

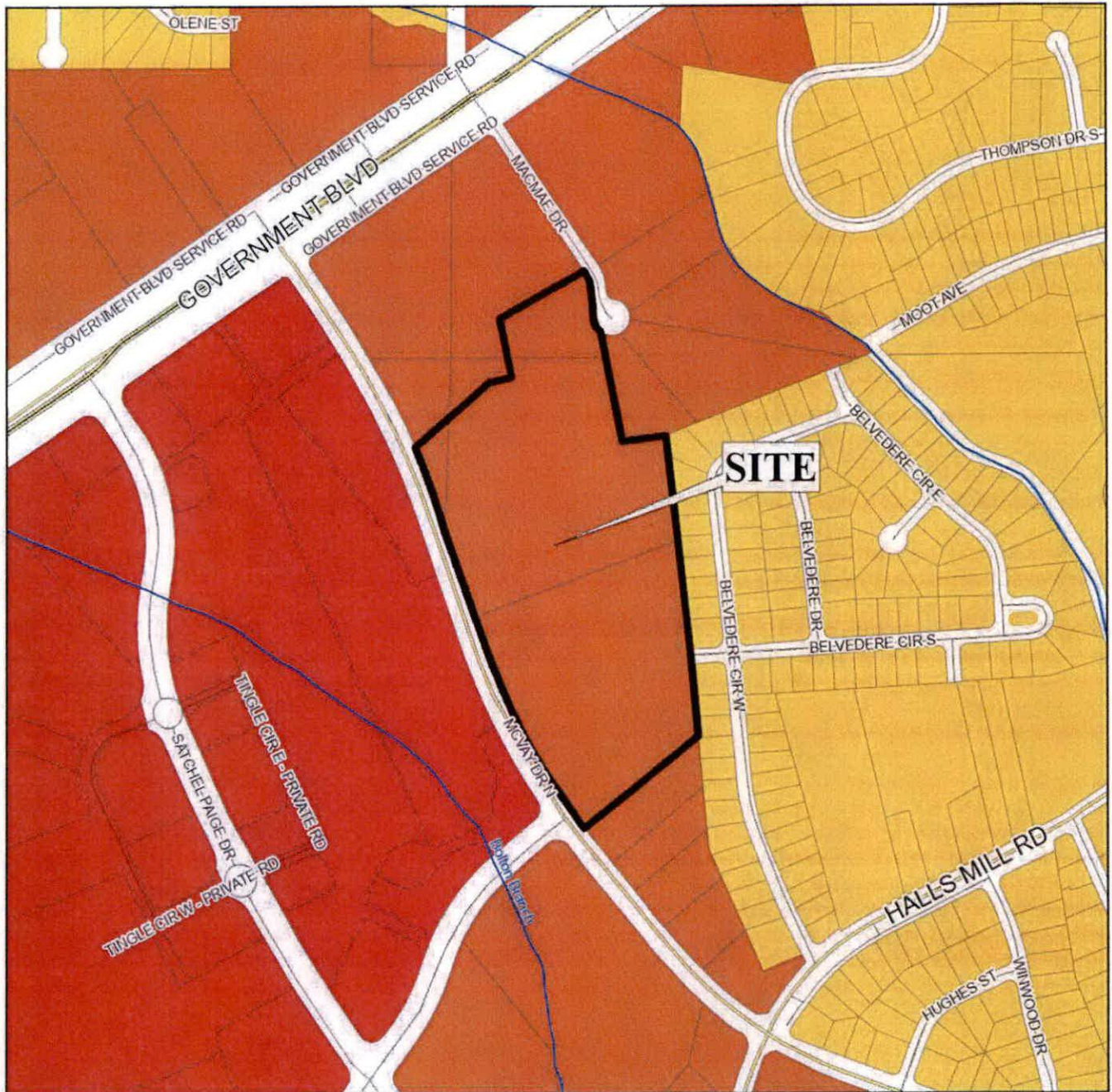
LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE June 15, 2023
APPLICANT DAA-McVay Subdivision
REQUEST Subdivision, PUD Modification



FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE June 15, 2023

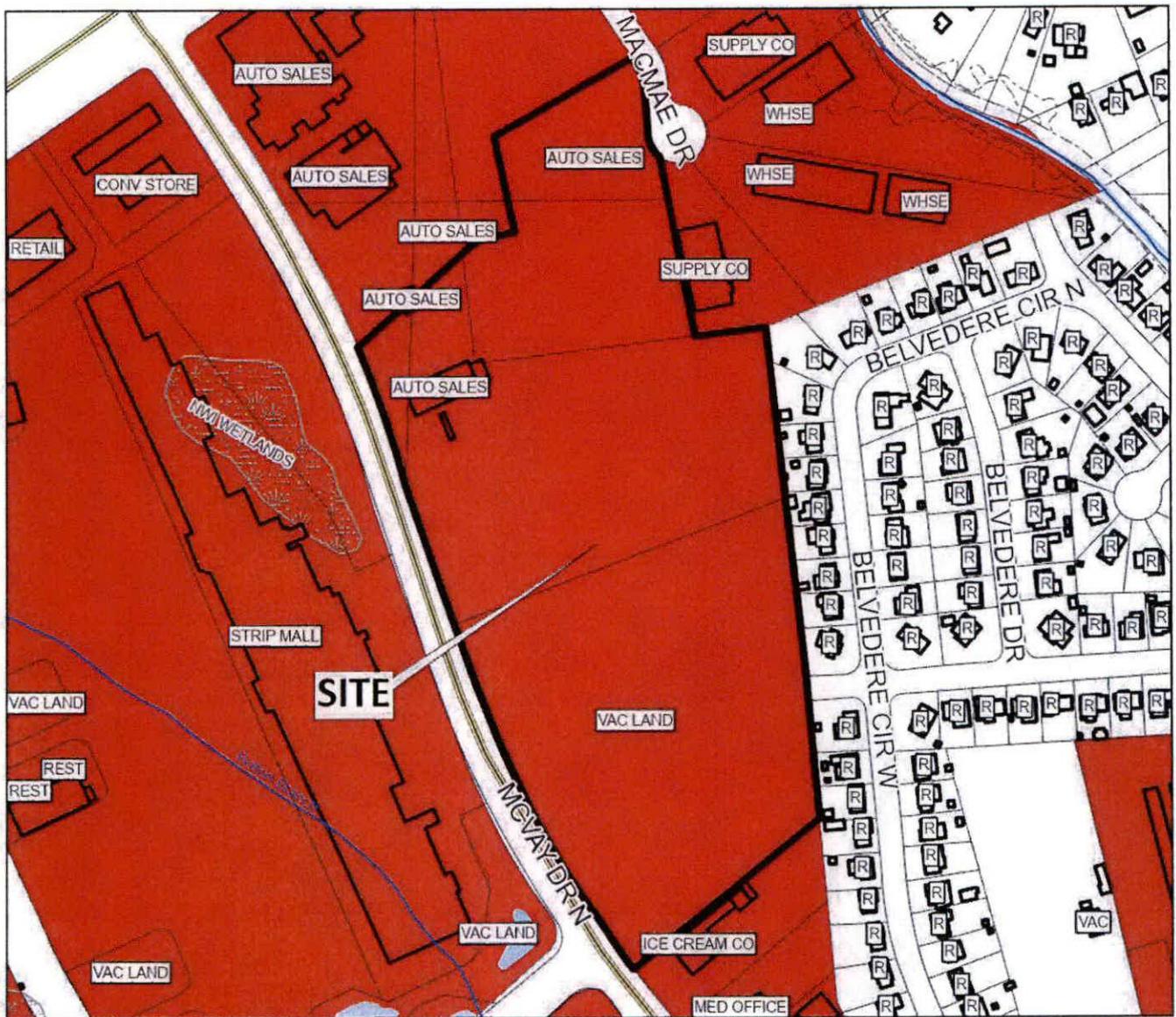
APPLICANT DAA-McVay Subdivision

REQUEST Subdivision, PUD Modification

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



PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west and residential units to the east.

APPLICATION NUMBER 5 DATE June 15, 2023

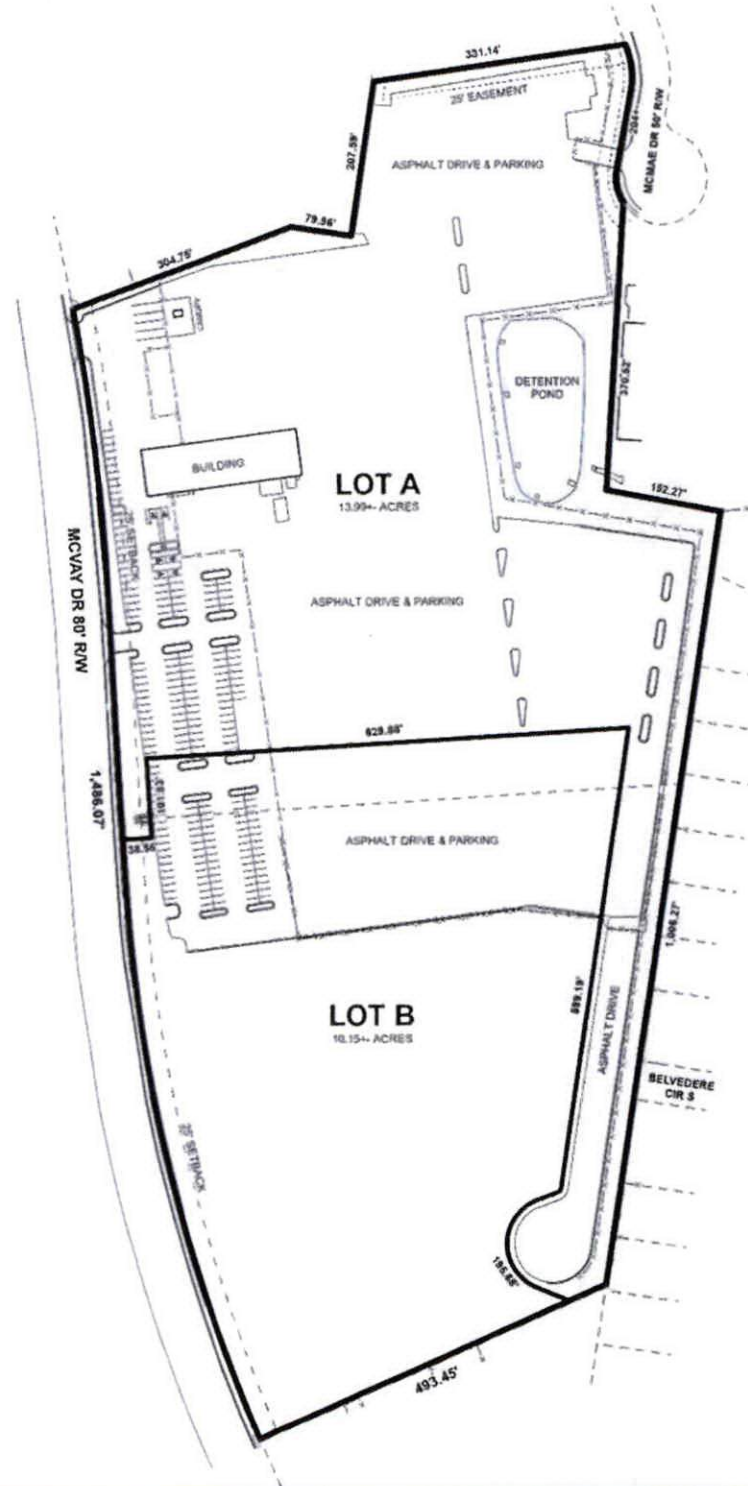
APPLICANT DAA-McVay Subdivision

REQUEST Subdivision, PUD Modification

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



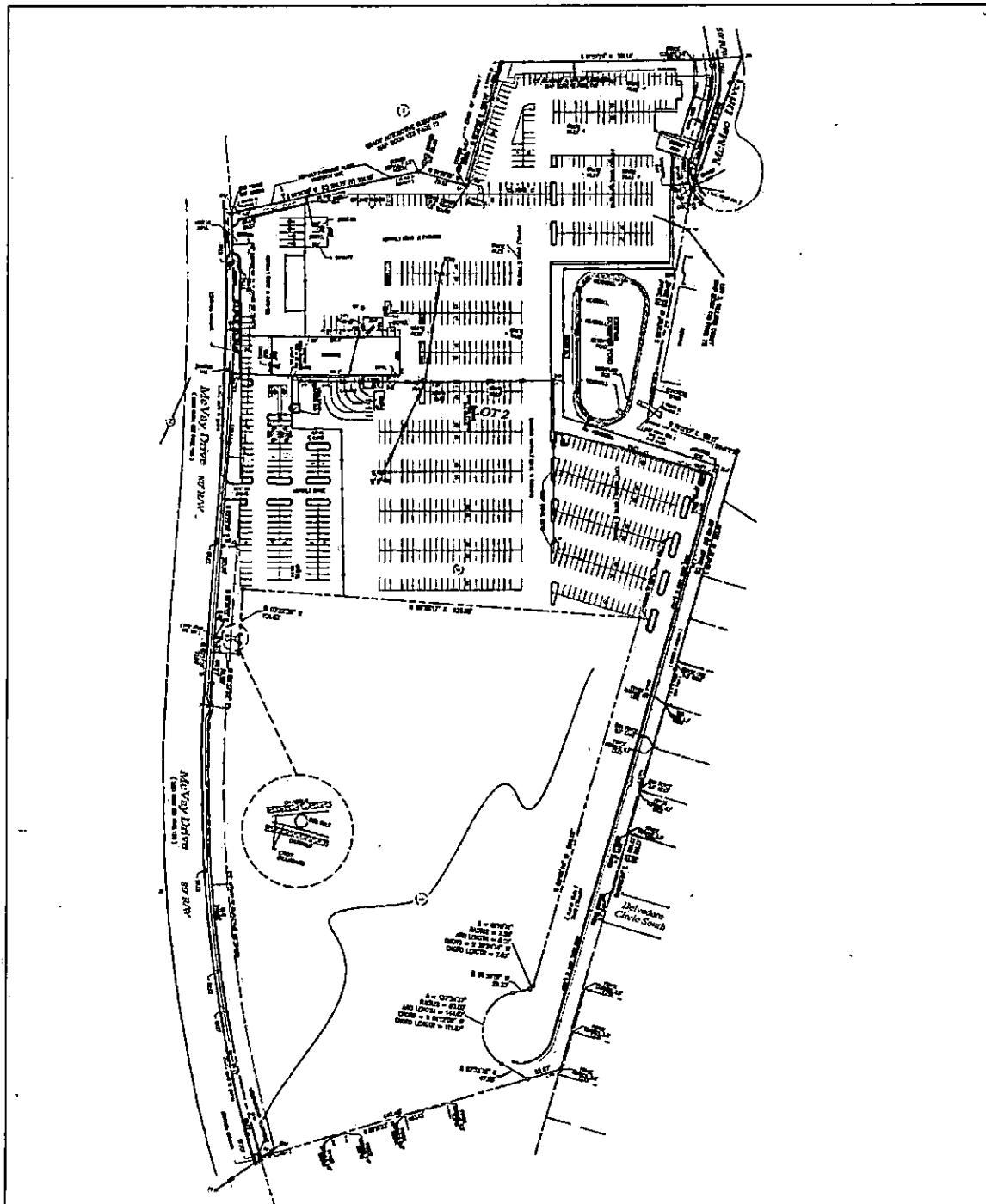
DETAIL SITE PLAN



APPLICATION NUMBER	5	DATE	June 15, 2023
APPLICANT	DAA-McVay Subdivision		
REQUEST	Subdivision, PUD Modification		



MODIFICATION SITE PLAN



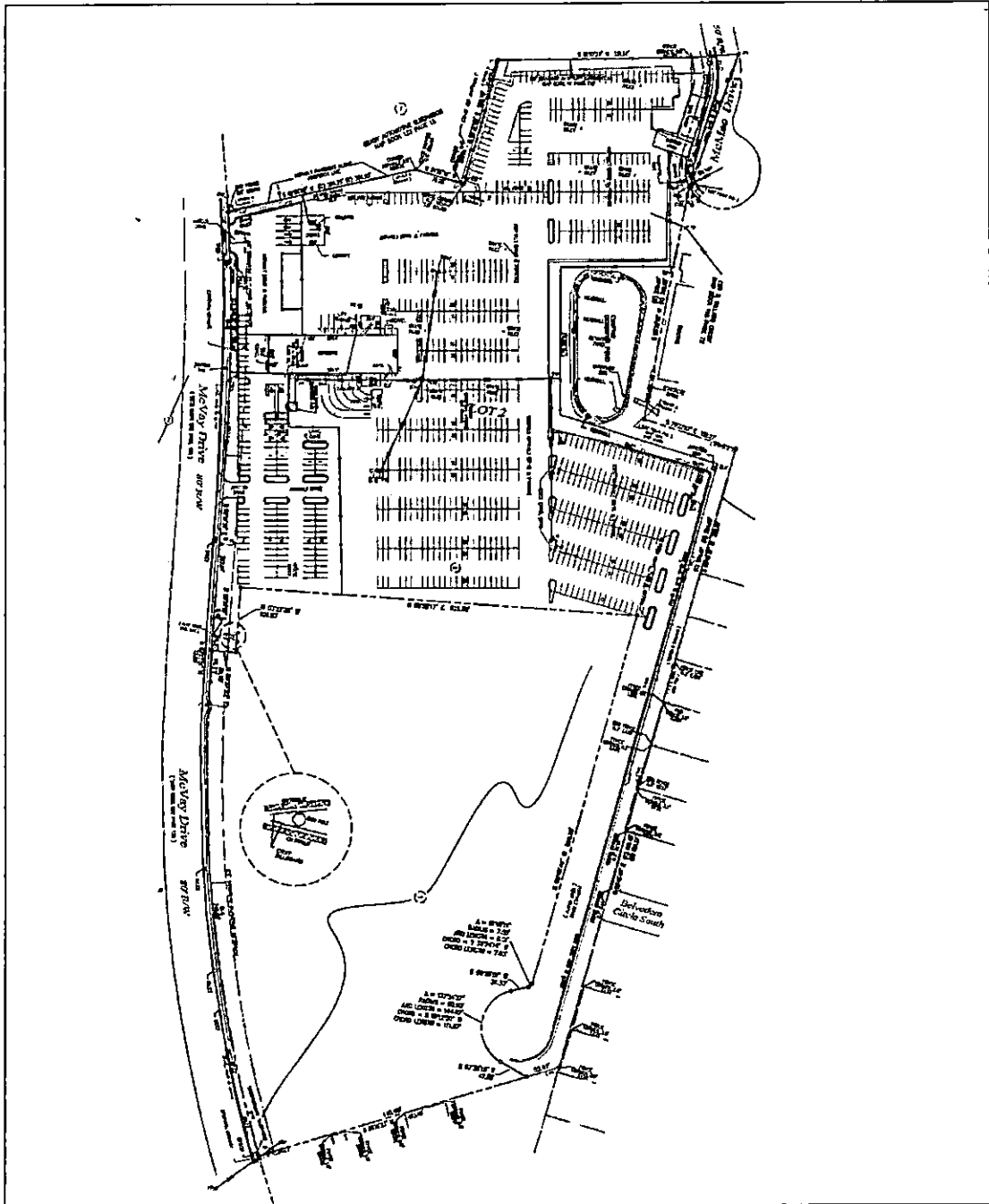
The site plan illustrates the proposed modifications to the existing PUD.

APPLICATION NUMBER	5	DATE	June 15, 2023
APPLICANT	DAA-McVay Subdivision		
REQUEST	Subdivision, PUD Modification		

N

NTS

MODIFICATION SITE PLAN



The site plan illustrates the proposed modifications to the existing PUD.

APPLICATION NUMBER	5	DATE	June 15, 2023	N ↑ ↓ NTS
APPLICANT	DAA-McVay Subdivision			
REQUEST	Subdivision, PUD Modification			

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

Zoning District Correspondence Matrix

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

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
7/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

7/20/2023 - 2:39
PM

AN ORDINANCE

2023

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

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

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

LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

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

**Mike Mitchell, Owner (Spring Hill Insurance Company Inc.)
3901 Cottage Hill Road
South side of Cottage Hill Road, 25'± West of Hawthorne Drive
Council District 4
Ben Reynolds**

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 3901 Cottage Hill Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted September 6, 2022, a public hearing will be held on the 29th day of August, 2023, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 3901 Cottage Hill Road from B-1, Buffer Business District, to R-1, Single-Family Residential Suburban District.

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

Lisa C. Lambert
City Clerk

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

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

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

LOT A, NEW LIFE HOUSING SUBDIVISION AS RECORDED IN MAP BOOK 134, PAGE 29 PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 29th day of August, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 2nd day of August, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3901 Cottage Hill Road (South side of Cottage Hill Road, 25[±] West of Hawthorne Drive).

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-1, Buffer Business District**, to **R-1, Single-Family Residential Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in R-1 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-1 districts until the following conditions have been complied with: 1) **full compliance with all municipal codes and ordinances.**

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

July 19, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of July 18, 2019 considered the request of **Mike Mitchell, Owner (Spring Hill Insurance Company Inc.)**, for a change in zoning from **B-1, Buffer Business District**, to **R-1, Single-Family Residential Suburban District** for the property located at **3901 Cottage Hill Road** (South side of Cottage Hill Road, 25'± West of Hawthorne Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) 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

July 17, 2023

Mike Mitchell
3901 Cottage Hill Road
Mobile, AL 36609

Re: 3901 Cottage Hill Road
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.

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

At its meeting on July 18, 2019, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

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

- 1) full compliance with all municipal codes and ordinances.**

The advertising fee for this application is \$277.78. Upon receipt of this fee, 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:


BERT HOFFMAN
Margaret Pappas
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2019

Spring Hill Insurance Co.
267 Houston Street
Mobile, AL 36606

Re: 3901 Cottage Hill Road
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.

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

At its meeting on July 18, 2019, the Planning Commission considered your request for a change in zoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

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

- 1) full compliance with all municipal codes and ordinances.

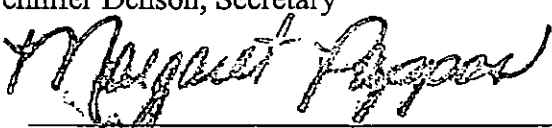
The advertising fee for this application is \$258.85. Upon receipt of this fee, your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

cc: Haidt Land Surveying

MOBILE CITY PLANNING COMMISSION

June 27, 2019, 2019

PUBLIC HEARING NOTICE



Re: 3901 Cottage Hill Road

(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).

Council District 4

ZON-000955-2019

Spring Hill Insurance Company Inc.

Rezoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 18, 2019, 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 use is to allow a single family residence; HOWEVER, it must be noted that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, 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. Please be prepared to present your application to the Commission and respond to any questions they might have.

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

Please visit our website at

<http://www.buildmobile.org/planning-commission/>

To submit comments regarding Planning Commission applications, send comments by letter, fax, or email to:

Planning & Zoning/City of Mobile

P. O. Box 1827

Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: Planning@cityofmobile.org

Please include your full name and address with any comments you submit for consideration.



MOBILE CITY PLANNING COMMISSION

June 27, 2019

PUBLIC HEARING NOTICE

Re: 3901 Cottage Hill Road
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive).
Council District 4
ZON-000955-2019
Spring Hill Insurance Company Inc.
Rezoning from B-1, Buffer Business District, to R-1, Single-Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, July 18, 2019, 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 use is to allow a single family residence; HOWEVER, it must be noted that any use permitted in the proposed zoning district would be allowed at this location if the zoning is changed. Furthermore, 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 attend; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not resubdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

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

Please visit our website at

<http://www.buildmobile.org/planning-commission/>

To submit comments regarding Planning Commission applications, send comments by letter, fax, or email to:

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

Fax: (251) 208-5896

Email: Planning@cityofmobile.org

Please include your full name and address with any comments you submit for consideration.

ZAN - 000955-2019



MOBILE CITY PLANNING COMMISSION

Mailing Address:
Urban Development Department
Planning Section
P. O. Box 1827
Mobile, Alabama 36633
Phone: (251) 208-5895; Fax: (251) 208-5896

Location
Mobile Government Plaza
205 Government Street
Third Floor - South Tower
Mobile, AL 36644

NOTE: 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.

Type of Application and Fees:

- | | | |
|--|---|---|
| ☒ Zoning Change
\$ 100.00
(if recommended for approval,
additional advertising fee required) | ☐ Planning Approval
\$ 150.00
(non-profit \$ 50.00) | ☐ Planned Unit Development
\$ 150.00 |
|--|---|---|

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

- Applicant:** SPRING HILL INSURANCE COMPANY INC.
(if other than owner, must furnish written authorization from owner)
Full Address: 3901 COTTAGE HILL ROAD 36693
Telephone: 478-5203 **Email:** _____
- Owner:** SPRING HILL INSURANCE COMPANY INC. C/O MICHAEL D. LANGAN (President)
(Submit evidence, such as deed or tax assessment, that the above person clearly has right of possession to the land area and any structures thereon)
- Attach a brief description of property location.** 20' +- West of Hawthorne Dr., South. side Cottage Hill Rd
- Attach a copy of the legal description and parcel number of the property in question.** R022807363000006.
(Parcel Number)
- Present Zoning:** B-1 **Proposed Zoning:** R-1
- Area of property, sq. ft. or acres:** 22,380.63 s.f +- or 0.51 acres +-
- 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).
- PLAN CONSISTENCY ANALYSIS:** Attach a document that illustrates how the application is or is not consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth). The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.
- ZONING applications:** 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.
- Planned Unit Development applications:** 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).
- SITE PLAN must be filed with this application (7 COPIES).** 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.
- 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
- LABELS AND NOTIFICATION REQUIREMENTS:** 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).
- 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.

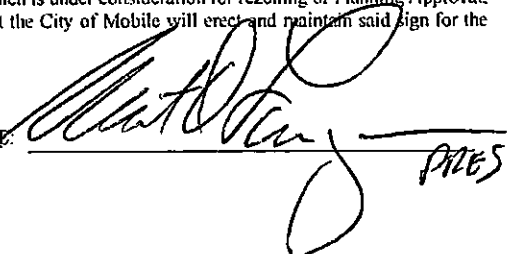
DATE: 6-11-2019 APPLICANT'S SIGNATURE: _____

[Handwritten Signature]
MBS

**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.

DATE: 06/

APPLICANT'S SIGNATURE:  PRES

JUN 17 10 04:59 AM

June 18, 2019

Michael Mitchell
3901 Cottage Hill Road
Mobile, AL 36609
251-377-3105

To City of Mobile,

I am requesting my house and property be changed from Commercial Property back to Residential Property. The previous owner operated a business from their home, but I am not. This is solely a house and property for residential use.

If you need additional information please feel free to contact me.


Michael Mitchell

JUN 18 '19 11:14AM

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

LOT A, NEW LIFE HOUSING SUBDIVISION

as recorded in **Map Book 134, Page 29**

Probate Court Records, Mobile County, Alabama.

I Frederick H. Haidt III, A Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Date: _____

Frederick H. Haidt III, PLS

Alabama Licensed Professional

Land Surveyor Registration No. **27724-S**

MOBILE CO. ALA.

SPRING HILL INSURANCE CO.
267 HOUSTON STREET
MOBILE AL 36606

AZALEA POINT PROPERTIES LLC
4551 DIAMOND AVENUE
MOBILE AL 36619

GARY BEASLEY
3912 SHELLEY DRIVE
MOBILE AL 36693

SUN KING LLC
1600 ADEN ROAD
MOBILE AL 36693

GEORGE L. SILVA
6508 PLANTATION COURT
MOBILE AL 36609

LINDA J. SWANN
3887 HAWTHORNE AVENUE
MOBILE AL 36693

TENSAW LAND & TIMBER CO.
3511 MONTLIMAR PLAZE DRIVE
MOBILE AL 36609

TCI – MOBILE LP
ATTN: WILLIAM COWAN
1314 LAKE STREET
FT. WORTH TX 706102

HAIDT LAND SURVETING
2311 CARRINGTON DRIVE
MOBILE AL 36695

RICHARD DAVES
10135 TANNER WILLIAMS ROAD
MOBILE AL 36608

JAMES MIDDLETON
2 FERRY AVENUE
SARALAND AL 36571

JOHN WEST
3876 HAWTHORNE DRIVE
MOBILE AL 36693

DALE EASTRELING
3868 HAWTHORNE DRIVE
MOBILE AL 36693

GEORGE JENKINS
3875 HAWTHORNE DRIVE
MOBILE AL 36693

DARIEL R. PORTER
3883 HAWTHORNE DRIVE
MOBILE AL 36693

MARIA CARLSON
2276 BURGETT ROAD
MOBILE AL 36605

DOUGLAS MCENERY
3878 SHELLEY DRIVE
MOBILE AL 36693

JENET ACHENBACH
3874 SHELLEY DRIVE
MOBILE AL 36693

LOCCILLE SANDERS
3875 SHELLEY STREET
MOBILE AL 36693

JOHN HOLLAND
3879 SHELLEY DRIVE
MOBILE AL 36693

CATTHELINE REILLY
4159 LANTERN LANE SOUTH
MOBILE AL 36693

LISA RAULERSON
3905 SHELLEY STREET
MOBILE AL 36693

JOYCE BOWERS
806 BENRNARD CIRCLE
MOBILE AL 36693

JOHN NAYLOR
4128 BEACON LANE
MOBILE AL 36693

VIET NGUYEN
801 AZALEA ROAD
MOBILE AL 36693

BLUE BIRD PROPERTIES
P.O. BOX 8614
MOBILE AL 36608

MARGARET HARKNESS
26546 COTTON BAYOU DRIVE
ORANGE BEACH AL 36561

COOPER LLC
900 HILLCREST ROAD A-5
MOBILE AL 36695

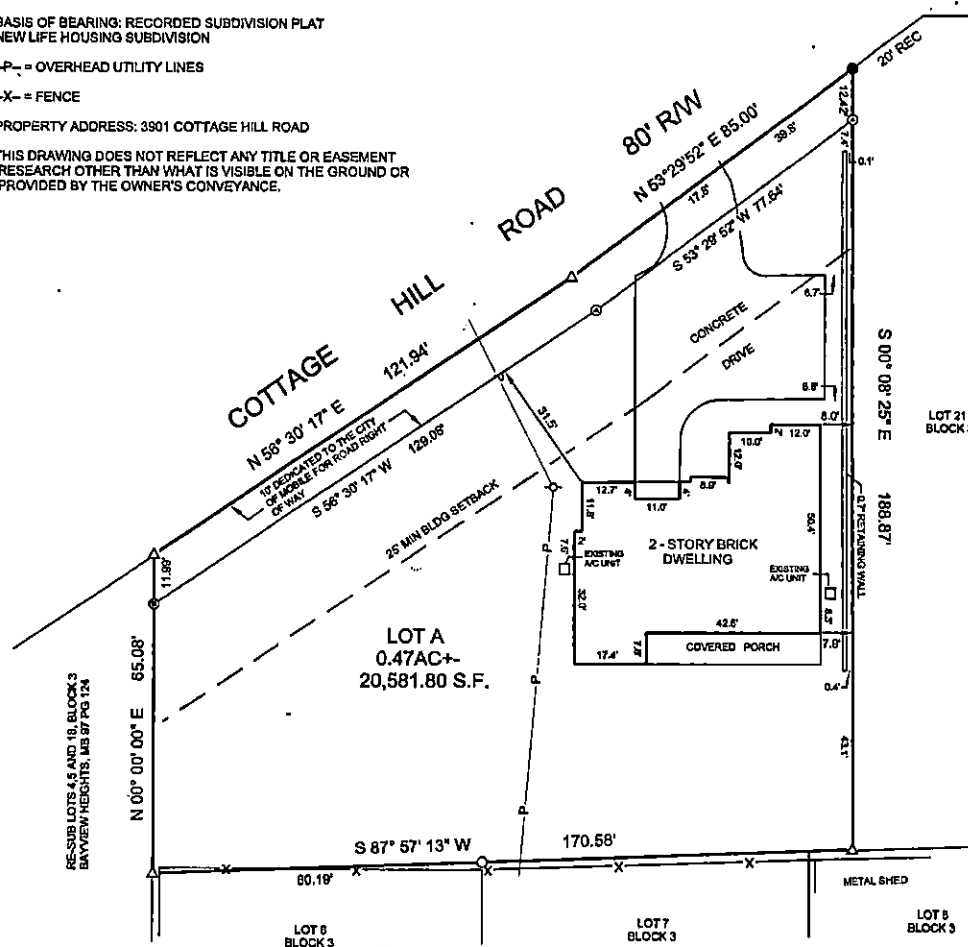
FOB LLC
P.O. BOX 9498
MOBILE AL 36691



NOTES:

1. TYPE OF SURVEY: AS-BUILT
2. LAST DAY OF FIELD WORK: 06-11-2019
3. BASIS OF BEARING: RECORDED SUBDIVISION PLAT
NEW LIFE HOUSING SUBDIVISION
4. -P- = OVERHEAD UTILITY LINES
5. -X- = FENCE
6. PROPERTY ADDRESS: 3901 COTTAGE HILL ROAD
7. THIS DRAWING DOES NOT REFLECT ANY TITLE OR EASEMENT
RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR
PROVIDED BY THE OWNER'S CONVEYANCE.

HAWTHORNE DRIVE 60' RW



LEGAL DESCRIPTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

LOT A, NEW LIFE HOUSING SUBDIVISION

as recorded in Map Book 134, Page 29 Probate Court Records, Mobile County, Alabama.

I, Frederick H. Haidt III, A Registered Land Surveyor in the State of Alabama, hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

This is to state that I have consulted the Fema Flood Insurance Rate Map no. 01097C0544K Dated: March 17, 2010 and found that the above described now is Located in Flood Hazard Area Zone: X-unshaded as determined by graphic scaling and elevation.

Frederick H. Haidt III, PLS
Alabama Licensed Professional Land Surveyor No. 27724-S
This Survey Not Valid Without Seal

Date: 06/11/2019



LEGEND

- △ CRIMP TOP IRON PIPE FOUND
- CAPPED ROD FOUND (RESTER & COLEMAN ENG.)
- IRON ROD FOUND (RE-BAR)
- ⊙ CAPPED ROD SET (HAIDT)
- ⊗ CAPPED ROD FOUND (WATTIER)
- POWER POLE

HAIDT LAND SURVEYING
2311 CARRINGTON DRIVE
MOBILE AL 36685
251-421-4998
DATE: 06-11-2019 SCALE: 1"=30'
JOB #190513-051

ZONING AMENDMENT STAFF REPORT**Date: July 18, 2019****NAME**

Spring Hill Insurance Company, Inc.

LOCATION3901 Cottage Hill Road
(South side of Cottage Hill Road, 25'± West of Hawthorne Drive)**CITY COUNCIL
DISTRICT**

District 4

PRESENT ZONING

B-1, Buffer Business District

PROPOSED ZONING

R-1, Single-Family Residential District

AREA OF PROPERTY

1 Lot / 0.51± Acre

CONTEMPLATED USE

Rezoning from B-1, Buffer Business District to R-1, Single-Family Residential District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE

None given.

**ENGINEERING
COMMENTS**

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering 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. Each Lot Owner shall be required to submit a Land Disturbance Permit application with the initial construction of a single family dwelling or other impervious surface (shed, driveway, slab, asphalt, gravel, etc.). The application shall include a site grading and drainage plan, details, and calculations, all of which are to be signed by a licensed Alabama Professional Engineer.
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**

No comments.

URBAN FORESTRY **COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties (State Act 2015-116 and City Code Chapters 57 and 64). Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from a commercial site 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)

REMARKS

The applicant is requesting Rezoning from B-1 Buffer Business District to R-1, Single-Family Residential District.

The site has been given a Neighborhood Center-Suburban (NC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations –ranging from 4 to 10 dwelling units per acre — must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key neighborhood intersections or along short road segments.
- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

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.

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 subject site was made a legal lot of record by the approval of New Life Housing Subdivision, approved by the Commission in 2016. Along with the subdivision application, a Rezoning was heard to rezone the site from R-1 to B-2, Neighborhood Business District, to allow a counseling service office. The Commission and City Council ultimately approved a Rezoning to the current B-1. A condition of the Rezoning was that the use of the site be limited to offices only, as per the Voluntary Conditions and Use Restrictions submitted by the applicant at that time. The current applicant now owns the property and wishes to use it as a single-family dwelling which is allowed in B-1 districts. However, as the previous Rezoning limited the use of the site to offices only, it must be rezoned again to allow residential use; hence this application.

The applicant provided the following statement:

I am requesting my house and property be changed from Commercial Property back to Residential Property. The previous owner operated a business from their home, but I am not. This is solely a house and property for residential use.

The site is bordered by R-1, Single-Family Residential zoning and uses to the East and South, and vacant B-1 to the West. To the North across Cottage Hill Road is B-2 zoning occupied with offices.

The existing building on the site was originally permitted as a single-family dwelling in 2007 when the site was zoned R-1. Because of various reasons, the dwelling was not completed. In early 2016 the property was rezoned to its current B-1, and in spring 2016, a zoning clearance was requested for a property management and consulting business, but it was never issued due to no commercial compliance inspections for the site. In the fall of 2016, a complaint indicated the building was being used commercially and without a Certificate of Occupancy. The business then vacated the premises. In spring of 2019, Planning and Zoning approved a building permit for the applicant to complete the build-out for a single-family dwelling with the condition that it be rezoned to R-1. The build-out is now complete and final inspections have been passed. In order to allow the single-family residential use, the property must be rezoned.

The subject site was originally platted as a part of a single-family residential subdivision, Bayview Heights Subdivision, and was originally assigned an R-1 zoning classification with the

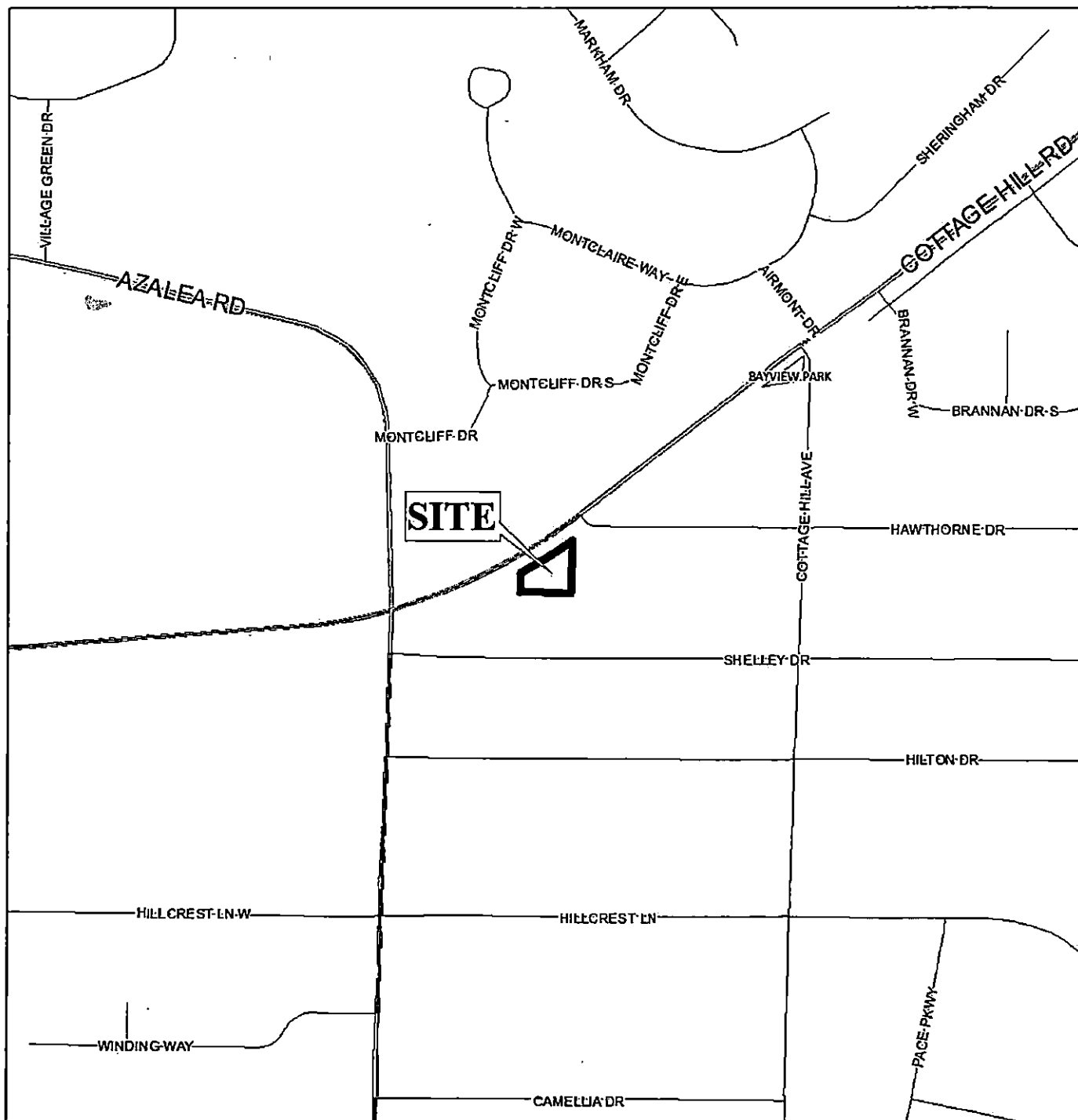
adoption of the Zoning Ordinance in 1967. It remained such until the 2016 rezoning to the current B-1 classification. As that Rezoning contained the condition that the property be used for offices only, as per the Voluntary Conditions and Use Restrictions accompanying that application, and as B-1 zoning normally allows any type of residential use by right, it would seem that there is an error in the Ordinance with respect to the site's use, especially given that it was originally a part of a single-family residential subdivision.

RECOMMENDATION

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

- 1) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2019

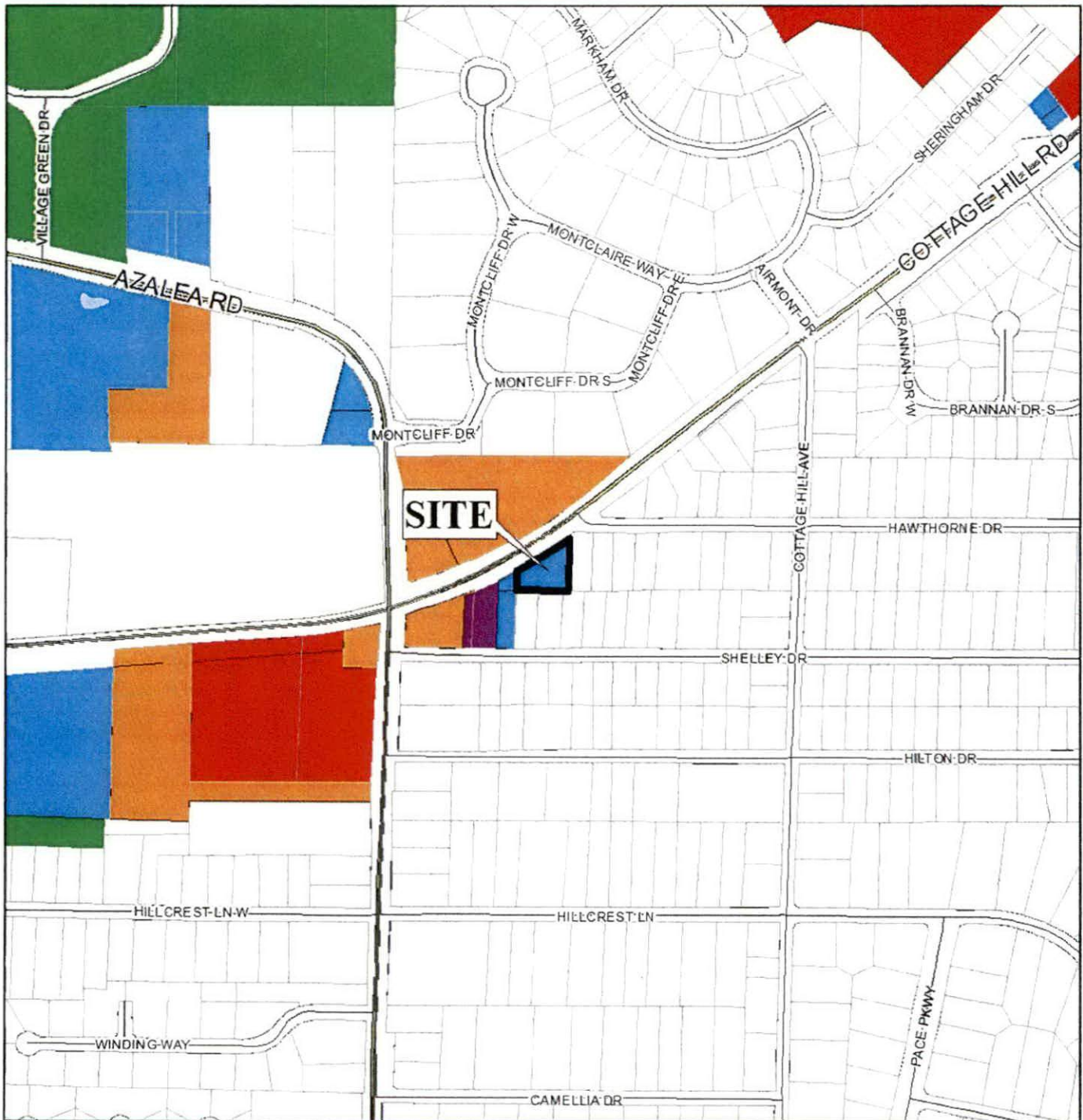
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1



NTS

LOCATOR ZONING MAP



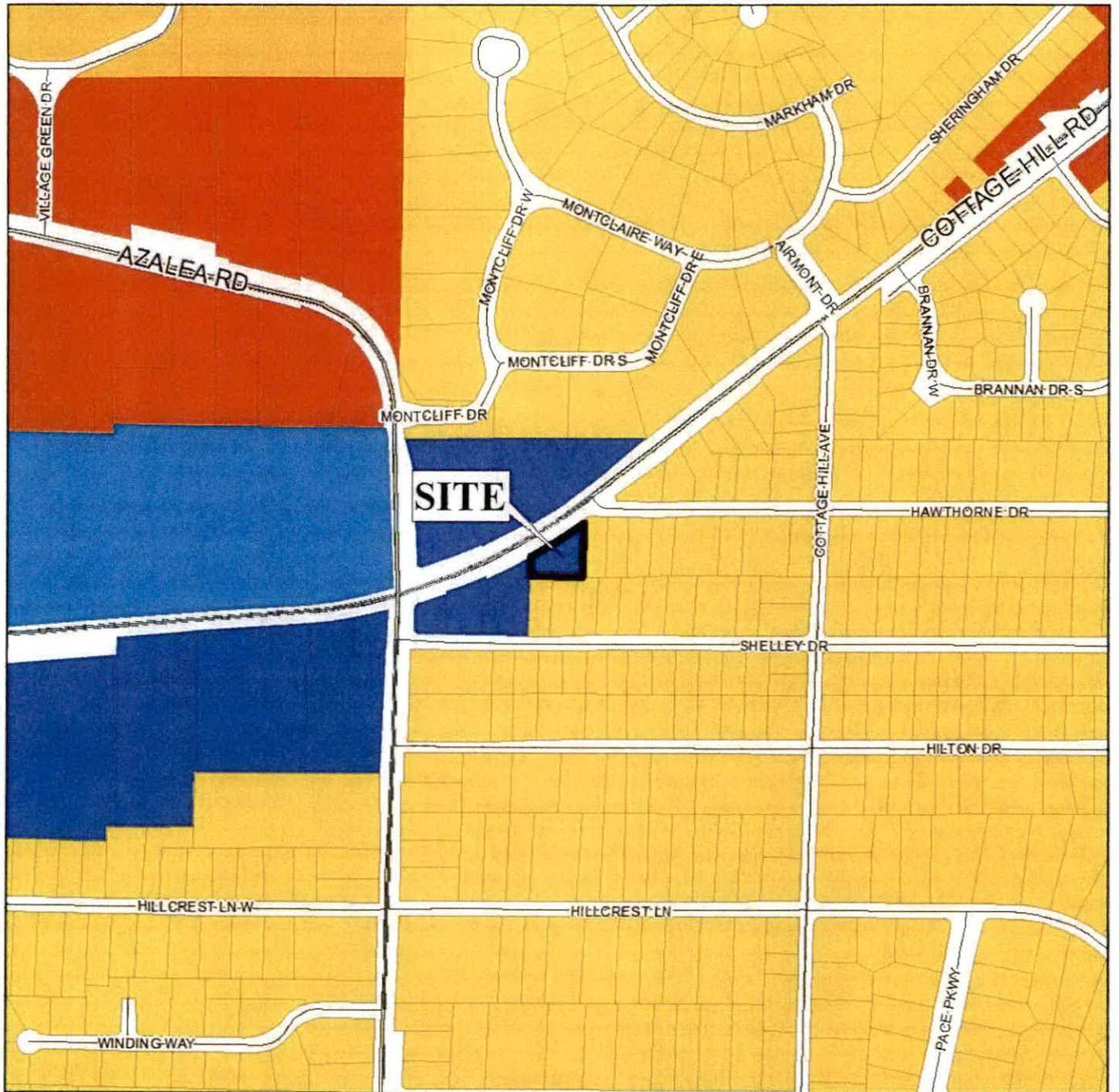
APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1



FLUM LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2019

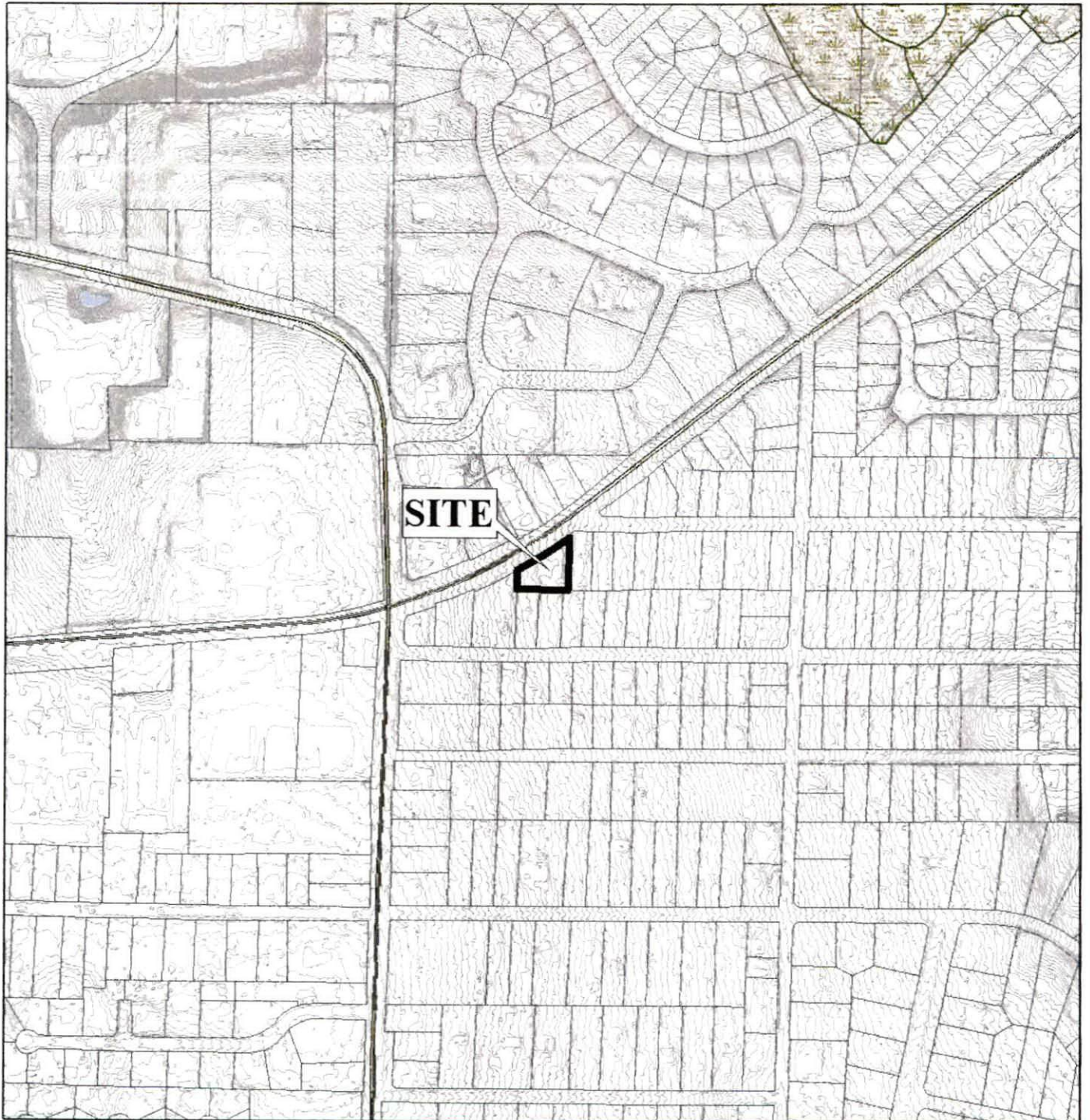
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1

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



ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1



The site is surrounded by residential and commercial units.

N
NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

APPLICATION NUMBER 12 DATE July 18, 2019

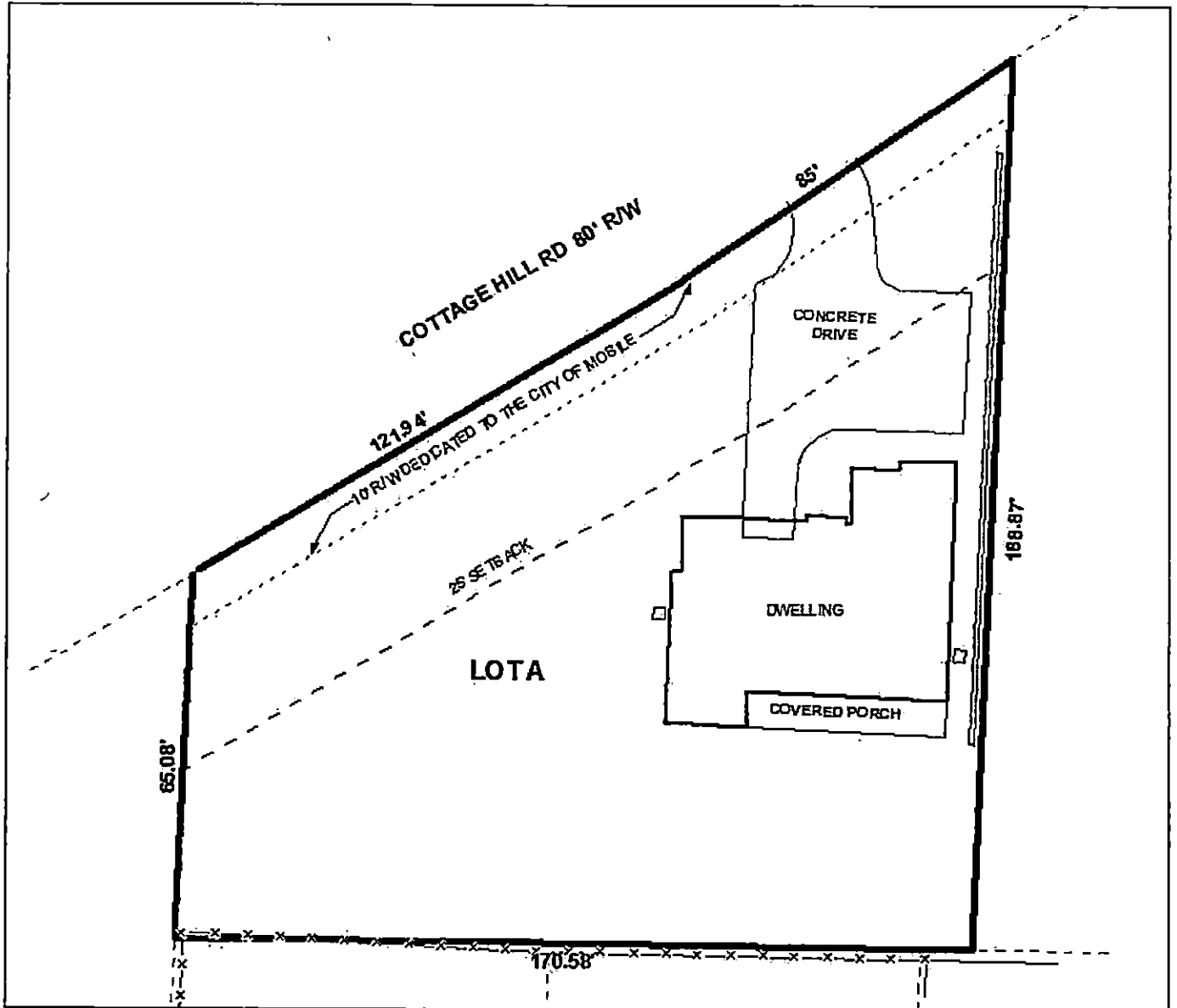
APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1



NTS

SITE PLAN



The site plan illustrates the existing building, setbacks and right of ways.

APPLICATION NUMBER 12 DATE July 18, 2019

APPLICANT Spring Hill Insurance Company Inc.

REQUEST Rezoning from B-1 to R-1





AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Harvest Giveaway at the Seals Community Park.

Amount of Contract:

\$415.00

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 PARKS & RECREATION	Cover Memo	8/22/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	8/22/2023 - 2:45 PM

RESOLUTION

Sponsored by: *William Carroll, Councilmember District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$415.00 be transferred from the District 2 General Fund, Discretionary Account DSC-02, from General Fund Account 10041020-42200 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Harvest Giveaway at the Seals Community Center.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:35
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
906 DONALD STREET

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **906 Donald Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **906 Donald Street** to be **\$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,200.00** shall constitute a special assessment against the property at structure **906 Donald Street** and being that property more particularly described as follows:

TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel No.: **29 02 44 0 024 008**

Owner: **UNIQUE ENTERPRISES WORLDWIDE LLC**
 1239 SUDAN ST
 MOBILE AL 36693-4401

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

June 14, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-079-22

LOCATION:
906 Donald St.

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel Number: **29 02 44 0 024 008**

Amount: ~~\$4,000.00~~ **\$4,200.00**

Assessed: UNIQUE ENTERPRISES WORLD WIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', with a long, sweeping horizontal line extending to the right.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 29, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **906 Donald Street**, for the proposed amount of **\$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538**.

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert

City Clerk

906 DONALD STREET

Legal Description: TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 008

Owner: UNIQUE ENTERPRISES WORLDWIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401

107 RANDOLPH STREET

Legal description: BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel number: 29 07 23 0 003 165

Owner: UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

1853 TOULMIN AVENUE

Legal description: E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel number: 29 02 44 0 023 272.023

Owner: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618

1456 ST. STEPHENS ROAD

Legal description: COM NW COR OF ST STEPHENS RD & LAFAYETTE ST TH NWLY 149 FT TO POB TH CONT NWLY 40 FT-S- TH NLY 250 FT TH NWLY 60 FT TH SLY 89 FT-S- TH W 49 FT-S- TH NLY 92 FT- S- TH ELY 148 FT-S- TH

SLY 296 FT-S- TO POB BEING PT OF SEC 25 ADD DBK 467/369 #SEC 25
T4S R1W #MP29 07 25 0 005

Parcel number: 29 07 25 0 005 094

Owner: RAHEEM MIKAL ABDUL A/K/A MICHAEL DARR..
PO BOX 529
MOBILE AL 36601-0529

604 TITI STREET

Legal description: S 1/2 OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT
DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel number: 29 06 13 0 003 214

Owner: BUGG INC AS TRUSTEE OF THE LIVING TRU..
PO BOX 352
MOBILE AL 36602

5014 PERIN ROAD

Legal description: LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4
002

Parcel number: 33 0 203 4 002 053

Owner: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:37
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
107 RANDOLPH STREET

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **107 Randolph Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **107 Randolph Street** to be **\$3,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,200.00** shall constitute a special assessment against the property at structure **107 Randolph Street** and being that property more particularly described as follows:

BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PARK/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel No.: **29 07 23 0 003 165**

Owner: **UMEJEI OBI ETUMIWE FRANCIS A/K/A F E UMEJEI**
 PO BOX 81183
 MOBILE AL 36689-1183

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

June 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-020-22

LOCATION:
107 Randolph Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel Number: **29 07 23 0 003 165**

Amount: \$3,000.00 *\$3,200.00*

Assessed: UMEJEI OBI ETUMIWE FRANCIS A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over a large, stylized 'J'.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, James Roberts, file copy

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 29, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the *demolition* of the structure at **107 Randolph Street**, for the proposed amount of **\$3,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert
City Clerk

906 DONALD STREET

Legal Description: TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 008

Owner: UNIQUE ENTERPRISES WORLDWIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401

107 RANDOLPH STREET

Legal description: BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel number: 29 07 23 0-003 165

Owner: UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

1853 TOULMIN AVENUE

Legal description: E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel number: 29 02 44 0 023 272.023

Owner: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618

1456 ST. STEPHENS ROAD

Legal description: COM NW COR OF ST STEPHENS RD & LAFAYETTE ST TH NWLY 149 FT TO POB TH CONT NWLY 40 FT-S- TH NLY 250 FT TH NWLY 60 FT TH SLY 89 FT-S- TH W 49 FT-S- TH NLY 92 FT- S- TH ELY 148 FT-S- TH

SLY 296 FT-S- TO POB BEING PT OF SEC 25 ADD DBK 467/369 #SEC 25
T4S R1W #MP29 07 25 0 005

Parcel number: 29 07 25 0 005 094

Owner: RAHEEM MIKAL ABDUL A/K/A MICHAEL DARR..
PO BOX 529
MOBILE AL 36601-0529

604 TITI STREET

Legal description: S 1/2 OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT
DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel number: 29 06 13 0 003 214

Owner: BUGG INC AS TRUSTEE OF THE LIVING TRU..
PO BOX 352
MOBILE AL 36602

5014 PERIN ROAD

Legal description: LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4
002

Parcel number: 33 0 203 4 002 053

Owner: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:40
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1853 TOULMIN AVENUE

Sponsored by: Councilmember Penn

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1853 Toulmin Avenue** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1853 Toulmin Avenue** to be **\$5,000.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$5,000.00** shall constitute a special assessment against the property at structure **1853 Toulmin Avenue** and being that property more particularly described as follows:

E 20 FT OF THE N ½ OF LOT 26 & W 26 FT OF THE N ½ OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel No.: **29 02 44 0 023 272.023**

Owner: **WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

June 14, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-154-22

LOCATION:
1853 Toulmin Avenue

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS
ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: **29 02 44 0 023 272.023**

Amount: ~~\$4,800.00~~ **\$5,000.00**

Assessed: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over a faint, larger blue signature.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember Cory Penn, file copy

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 29, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **1853 Toulmin Avenue**, for the proposed amount of **\$5,000.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538**.

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert
City Clerk

906 DONALD STREET

Legal Description: TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 008

Owner: UNIQUE ENTERPRISES WORLDWIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401

107 RANDOLPH STREET

Legal description: BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel number: 29 07 23 0 003 165

Owner: UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

1853 TOULMIN AVENUE

Legal description: E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel number: 29 02 44 0 023 272.023

Owner: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618

1456 ST. STEPHENS ROAD

Legal description: COM NW COR OF ST STEPHENS RD & LAFAYETTE ST TH NWLY 149 FT TO POB TH CONT NWLY 40 FT-S- TH NLY 250 FT TH NWLY 60 FT TH SLY 89 FT-S- TH W 49 FT-S- TH NLY 92 FT- S- TH ELY 148 FT-S- TH

SLY 296 FT-S- TO POB BEING PT OF SEC 25 ADD DBK 467/369 #SEC 25
T4S R1W #MP29 07 25 0 005

Parcel number: 29 07 25 0 005 094

Owner: RAHEEM MIKAL ABDUL A/K/A MICHAEL DARR..
PO BOX 529
MOBILE AL 36601-0529

604 TITI STREET

Legal description: S 1/2 OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT
DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel number: 29 06 13 0 003 214

Owner: BUGG INC AS TRUSTEE OF THE LIVING TRU..
PO BOX 352
MOBILE AL 36602

5014 PERIN ROAD

Legal description: LOT B GEESLIN S/D MBK 32, P 89 #SEC 03 T5S R2W #MP33 02 03 4
002

Parcel number: 33 0 203 4 002 053

Owner: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:47
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
604 TITI STREET

Sponsored by: Councilmember Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **604 Titi Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **604 Titi Street** to be **\$4,200.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,200.00** shall constitute a special assessment against the property at structure **604 Titi Street** and being that property more particularly described as follows:

S ½ OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel No.: **29 06 13 0 003 214**

Owner: **BUGG INC AS TRUSTEE OF THE LIVING TRULL
PO BOX 352
MOBILE AL 36602**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

June 14, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-059-22

LOCATION:
604 Titi Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: S 1/2 OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT DBK 75 PG
260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel Number: **29 06 13 0 003 214**
Amount: ~~\$ 4,000.00~~ *\$4,200.00*

Assessed: BUGG INC AS TRUSTEE OF THE LIVING TRU..
PO BOX 352
MOBILE AL 36602

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Gary L. Jackson', is written over a faint, larger signature.

Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: James Roberts, David Daughenbaugh, City Councilmember William Carroll, file copy

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 29, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **604 Titi Street**, for the proposed amount of **\$4,200.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert
City Clerk

906 DONALD STREET

Legal Description: TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 008

Owner: UNIQUE ENTERPRISES WORLDWIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401

107 RANDOLPH STREET

Legal description: BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel number: 29 07 23 0 003 165

Owner: UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

1853 TOULMIN AVENUE

Legal description: E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel number: 29 02 44 0 023 272.023

Owner: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618

1456 ST. STEPHENS ROAD

Legal description: COM NW COR OF ST STEPHENS RD & LAFAYETTE ST TH NWLY 149 FT TO POB TH CONT NWLY 40 FT-S- TH NLY 250 FT TH NWLY 60 FT TH SLY 89 FT-S- TH W 49 FT-S- TH NLY 92 FT- S- TH ELY 148 FT-S- TH

SLY 296 FT-S- TO POB BEING PT OF SEC 25 ADD DBK 467/369 #SEC 25
T4S R1W #MP29 07 25 0 005

Parcel number: 29 07 25 0 005 094

Owner: RAHEEM MIKAL ABDUL A/K/A MICHAEL DARR..
PO BOX 529
MOBILE AL 36601-0529

604 TITI STREET

Legal description: S 1/2 OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT
DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel number: 29 06 13 0 003 214

Owner: BUGG INC AS TRUSTEE OF THE LIVING TRU..
PO BOX 352
MOBILE AL 36602

5014 PERIN ROAD

Legal description: LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4
002

Parcel number: 33 0 203 4 002 053

Owner: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 2:50
PM

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
5014 PERIN ROAD

Sponsored by: Councilmember Reynolds

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **5014 Perin Road** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **5014 Perin Road** to be **\$3,650.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,650.00** shall constitute a special assessment against the property at structure **5014 Perin Road** and being that property more particularly described as follows:

LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002

Parcel No.: **33 02 03 4 002 053**

Owner: **FODE KEVIN M**
 PO BOX 3751
 TUALATIN OR 97062-3751

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

Lisa C. Lambert
City Clerk

June 7, 2023

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-026-22

LOCATION:
5014 Perin Rd.

Dear Ms. Lambert:

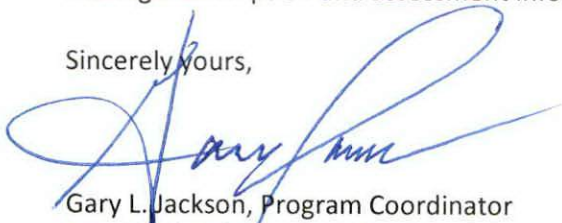
The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4 002

Parcel Number: **33 02 03 4 002 053**
Amount: ~~\$3,450.00~~ **\$3,650.00**
Assessed: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,


Gary L. Jackson, Program Coordinator
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member, Ben Reynolds, David Daughenbaugh, James Roberts, file copy

LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **August 29, 2023**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the **5014 Perin Road**, for the proposed amount of **\$3,650.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert".

Lisa C. Lambert

City Clerk

906 DONALD STREET

Legal Description: TO FIND PT OF BEG COMG NE INT DONALD ST FORMERLY MCANDERS ST & WRIGHT ST MBK 156 FT 457 THEN RUN N-LY ALG E/L DONALD ST 134 FT TO POB OF PPTY DESC THEN CONT NLY ALG E/L DONALD ST 55 FT TO PT THEN DEFL TO RT ANG 95 DEG 34 MIN RUN E 120.35 FT TO PT THEN DEFL TO RT 86 DEG 26 MIN RUN SLY 50 FT TO PT THEN DEFL TO RT 95 DEG 34 MIN RUN WLY 120 FT M/L TO POB OF PPTY #SEC 44 T4S R1W #MP29 02 44 0 024

Parcel number: 29 02 44 0 024 008

Owner: UNIQUE ENTERPRISES WORLDWIDE LLC
1239 SUDAN ST
MOBILE AL 36693-4401

107 RANDOLPH STREET

Legal description: BEG AT PT ON W/S OF RANDOLPH ST 189.6 FT N OF NW COR OF OLD SHELL RD & RANDOLPH ST RUN NLY ALG W/S OF RANDOLPH ST 33 FT 4 IN TO PT FOR FRT OF SD LOT & EXC BACK WLY BET PAR/L 139.5 FT M/L FOR DEPTH HAV EQUAL WIDTH IN REAR AS IN FRT BEING 33 FT 4 IN OF LOT 8 IN SQ 5 OF CRICHTON SUB OF CRICHTON DBK 107/216 #SEC 23 T4S R1W #MP29 07 23 0 003

Parcel number: 29 07 23 0 003 165

Owner: UMEJEI OBI ETUMIWE FRANCIS
A/K/A F E UMEJEI
PO BOX 81183
MOBILE AL 36689-1183

1853 TOULMIN AVENUE

Legal description: E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel number: 29 02 44 0 023 272.023

Owner: WALKER DAN C/O JESSICA CHASTANG
403 ETHEL H SEALS CT
EIGHT MILE AL 36618

1456 ST. STEPHENS ROAD

Legal description: COM NW COR OF ST STEPHENS RD & LAFAYETTE ST TH NWLY 149 FT TO POB TH CONT NWLY 40 FT-S- TH NLY 250 FT TH NWLY 60 FT TH SLY 89 FT-S- TH W 49 FT-S- TH NLY 92 FT- S- TH ELY 148 FT-S- TH

SLY 296 FT-S- TO POB BEING PT OF SEC.25 ADD DBK 467/369 #SEC 25
T4S R1W #MP29 07 25 0 005

Parcel number: 29 07 25 0 005 094

Owner: RAHEEM MIKAL ABDUL A/K/A MICHAEL DARR..
PO BOX 529
MOBILE AL 36601-0529

604 TITI STREET

Legal description: S 1/2 OF LOTS 19 & 20 IN BLK 24 TISDALE SUBDIV OF FISHER TRT
DBK 75 PG 260 #SEC 13 T4S R1W #MP29 06 13 0 003

Parcel number: 29 06 13 0 003 214

Owner: BUGG INC AS TRUSTEE OF THE LIVING TRU..
PO BOX 352
MOBILE AL 36602

5014 PERIN ROAD

Legal description: LOT B GEESLIN S/D MBK 32 P 89 #SEC 03 T5S R2W #MP33 02 03 4
002

Parcel number: 33 0 203 4 002 053

Owner: FODE KEVIN M
PO BOX 3751
TUALATIN OR 97062-3751



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Council District 1	Cory Penn	12 Cases
Council District 2	William Carroll	3 Cases
Council District 3	C J Small	0 Case
Council District 4	Ben Reynolds	2 Case
Council District 5	Joel Daves	2 Case
Council District 6	Josh Woods	0 Cases
Council District 7	Gina Gregory	2 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1647

Effective Date of Contract:

8/29/2023

Funding Source

Project # Weed Lien Group 1647

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1647	Backup Material	8/24/2023
resolution	Cover Memo	8/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			8/24/2023 - 2:55

Enforcement Gauthier, Lana

Approved

PM



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **August 24, 2023**

SUBJECT: **WEED LIEN GROUP 1647**

Attached, please find Assessment Lists for Weed Lien Group Number **1647** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

8/29/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

10/3/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

8/31/2023

LEGAL NOTICE DUE TO LAGNIAPPE:

9/14/2023

LEGAL NOTICE ADS:

9/20/2023-9/27/2023

POSTING DATE:

9/26/2023

Copy to: Marchetta Taite

		WEED LIEN				
		1647			Res. No.	
8/29/2023		LOTS TO BE DECLARED			58-	
10/3/2023		LOTS FOR PUBLIC HEARING			58-	
//2023		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	1551 Larkwood Dr	28231	28983		1	
2	175 W I-65 Service Rd N	27180	28984		7	
3	1659 Mississippi St	27223	28985		7	
4	1561 Greenlawn Dr	26992	28986		4	
5	1201 Hercules St	28191	28987		2	
6	2476 Morningside Dr	27843	28988		4	
7	2524 Pleasant Valley Rd	26851	28989		5	
8	2911 Nall St	27070	28990		1	
9	0 Schwartz St	27013	28991		1	
	Par No. (29 07 42 0 001 545.002)					
10	2476 Pinetree Dr	32216	28993		1	
11	1905 Nerline Lane	27148	28985		1	
12	2710 Ralston Rd	11806	28999		2	
13	567 Summerville St	26852	29000		1	
14	2956 Northwest Dr	28192	29001		1	
15	2914 Pages Lane	26145	29002		1	
16	1214 Satchell St	27604	29003		1	
17	2956 Pages Lane	26674	29004		1	
18	2954 Pages Lane	26676	29005		1	
19	612 Petit Ave	27089	29006		1	
20	0 Richardson St	28222	29007		2	
	Par No. (22 08 44 0 019 194.001)					
21	404 Morgan Ave	26760	29009		5	
				\$ -		
District total for this group						
1	12					
2	3					
3	0					
4	2					
5	2					
6	0					
7	2					
	21		0			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

 8/24/23
 Marchetta Jantz 8-24-23

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1647** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **3rd day of October 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Joseph Snowden, Executive Director of Administrative

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Employee of the Month - Resolution	Cover Memo	7/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Administrative Services	Gauthier, Lana	Approved	8/24/2023 - 2:56 PM

July 21, 2023

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 2023 – JULIE PATRONAS (Employee #10046)
GIS ANALYST II
GEOGRAPHIC INFO SYSTEMS

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:8/29/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the District 2 Food Pantry for Fiscal Year 10/1/2023 through 9/30/2024.

Amount of Contract:

\$7,000.00

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 - VIA HEALTH, FITNESS AND ENRICHMENT CENTER	Cover Memo	8/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	8/21/2023 - 2:19 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$7,000.00** to the Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, from his discretionary funds; and*

WHEREAS, *Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, 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 Senior Citizens Services, Inc. dba *Via Health, Fitness and Enrichment Center, will be used to assist with the District 2 Food Pantry for Fiscal Year 10/1/2023 through 9/30/2024, 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 **\$7,000.00** to Senior Citizens Services, Inc. dba Via Health, Fitness and Enrichment Center, Incorporated 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:8/29/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember William Carroll

Purpose and Scope of Project:

Funds will be used to assist with the Jazzy Blues in the Park Benefit on Sunday, September 24, 2023

Amount of Contract:

\$2,000

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	Cover Memo	8/25/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	8/21/2023 - 11:12 AM

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 Dearborn Young Men's Christian Association, Inc., 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 assist with the Jazzy Blues in the Park Benefit on Sunday, September 24, 2023*, 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 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:8/29/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOSH WOODS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 10TH ANNUAL FOOTBALL SOCIAL ON AUGUST 22, 2023.

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-06/10041020-42080

Discretionary Funds DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JAGUAR ATHLETIC FUND, INC	Cover Memo	8/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	8/18/2023 - 2:23 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate **\$2,000.00** to Jaguar Athletic Fund, Inc., from his discretionary funds; and*

WHEREAS, *Jaguar Athletic Fund, 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 *Jaguar Athletic Fund, Inc., will be used to assist with the 10th Annual Football Social on August 22, 2023*, 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 Jaguar Athletic Fund, 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:8/29/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Councilmember Josh Woods

Purpose and Scope of Project:

Funds will be used to assist with two concerts at Medal of Honor Park

Amount of Contract:

\$5,000

Funding Source

Project # DSC-06/10041020-42080

Discretionary Funds DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - MOBILE SYMPHONIC POPS BAND, INC.	Cover Memo	8/24/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Baxter, Tracy	Approved	8/24/2023 - 12:27 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Josh Woods

WHEREAS, Councilmember Josh Woods wishes to appropriate **\$5,000.00** to Mobile Symphonic Pops Band, Inc., from his discretionary funds; and

WHEREAS, Mobile Symphonic Pops Band, 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 Symphonic Pops Band, Inc, will be used to assist with two concerts at Medal of Honor 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 **\$5,000.00** to Mobile Symphonic Pops Band, 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:8/29/2023

Submitted by:

DONNA BRYARS, COMPTROLLER

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH PROVIDING CARE, SERVICES, AND EQUIPMENT FOR THOSE IN THE COMMUNITY SUFFERING LOW VISION AND BLINDNESS.

Amount of Contract:

\$10,000.00

Funding Source

Project # DSC-08/10040580-42080

Discretionary Funds DSC-08

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - COMMUNITY SERVICES FOR VISION REHABILITATION, INC.	Cover Memo	8/17/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	8/17/2023 - 3:25 PM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor Sandy Stimpson*

WHEREAS, *Mayor Sandy Stimpson wishes to appropriate **\$10,000.00** to Community Services For Vision Rehabilitation, Inc., from his discretionary funds; and*

WHEREAS, *COMMUNITY SERVICES FOR VISION REHABILITATION, 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 Community Services For Vision Rehabilitation, Inc., *will be used to assist with providing care, services, and equipment for those in the community suffering low vision and blindness, 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 **\$10,000.00** to Community Services For Vision Rehabilitation, 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:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
8/29/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/29/2023 - 9:55
AM

RESOLUTION

Sponsored by : Councilmember William Carroll

WHEREAS, Councilmember Carroll wishes to appropriate **\$5,000.00** to Little Flower Catholic Church, from his discretionary funds; and

WHEREAS, Little Flower Catholic Church, is a Catholic church 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 Little Flower Catholic Church will be used to assist with the purchase and installation of a new air conditioning unit, 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 **\$5,000.00** to Little Flower Catholic Church for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Councilmember Josh Woods and Mayor William S. Stimpson

Purpose and Scope of Project:

Retime and upgrade various traffic signals along Grelot Rd, Cottage Hill Rd, University Blvd, and Hillcrest Rd.

Amount of Contract:

\$76,199.00

Effective Date of Contract:

8/28/2023

Funding Source

Project # District 6 Traffic Signal Improvements
2022-2060-09

Discretionary Funds

Project String 2000 20002000 48020

Contract Number:4592

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Capital Summary Sheet	Cover Memo	8/17/2023
Contract	Cover Memo	8/17/2023
resolution	Cover Memo	8/23/2023

REVIEWERS:

Department Reviewer	Action	Date
Traffic Engineering White, Jennifer	Approved	8/17/2023 - 4:12 PM

Capital	Rhodes, Brenda	Approved	8/18/2023 - 12:06 PM
Legal	Kern, Chris	Approved	8/21/2023 - 5:50 PM
Mayors Office	Montgomery, Brandi	Approved	8/24/2023 - 3:13 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: District 6 Traffic Signal Improvements

PROJECT # C0727 DATE OF RECEIPT August 15, 2023

PROJECT DESCRIPTION Retiming and hardware improvements for various signals

Located in District 6

CONTRACT AMOUNT \$76,199.00

VENDOR NAME AECOM Technical Services, Inc.

VENDOR NUMBER 281031

DEPT # 2060 DEPT NAME Traffic Engineering

CONTRACT ADMINISTRATOR Jennifer White

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

Non Contractual

Performance

RETAINAGE INFORMATION N/A

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

If different, indicate special rate

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

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

Prepared by: Jennifer White Date August 15, 2023



DISTRICT 6 TRAFFIC SIGNAL IMPROVEMENTS

PROJECT NO. 2022-2060-09

**ENGINEER:
AECOM Technical Services, Inc.**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **AECOM Technical Services, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **AECOM Technical Services, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the TRAFFIC ENGINEER as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – District 6 Traffic Signal Improvements, City of Mobile Project No. 2022-2060-09. This is for engineering design of traffic signal timing improvements and implementation for seventeen intersections within Council District 6. (See Exhibit A for location map). **The professional engineering design services includes the design and preparation of traffic signal timing plans as directed by the TRAFFIC ENGINEER.**

PROJECT ENGINEER – A registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - 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, on file in the office of the CITY ENGINEER.

TRAFFIC ENGINEER - That person designated by the CITY as TRAFFIC ENGINEER or his appointed assistant.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the TRAFFIC ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the TRAFFIC ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the TRAFFIC ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Preliminary Design Phase
2. Implementation Phase

A detailed scope for each phase of work is included as Exhibit B.

The CITY will review submittals made during the preliminary design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided electronic files for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic files in a format compatible with software presently in use by the CITY. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer 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.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. 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 TRAFFIC ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

It is mutually agreed that compensation to the ENGINEER will be as follows:

- a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform engineering services in accordance with the schedule and appropriate portion of scope of work of this CONTRACT. Payment for work performed shall be based on hourly rates in Exhibit C and shall not exceed \$76,199 (Seventy-Six Thousand One Hundred and Ninety-Nine Dollars and Zero Cents).
- b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in Exhibit C.
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$76,199 (Seventy-Six Thousand One Hundred and Ninety-Nine Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

STANDARD OF PERFORMANCE:

ENGINEER 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** – For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance:**

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. **Workers' Compensation/Employer's Liability:**

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- 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.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and 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, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of

the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the contract.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. 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.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

AECOM Technical Services, Inc.

By: John E. Lobdell
Print: JOHN E. LOBDELL
Its: ASSOCIATE VICE PRESIDENT
Address: 3800 COLONNADE PKWY, SUITE 400
BIRMINGHAM, AL 35243
Telephone: 205-970-1443

STATE OF ALABAMA
CITY OF MOBILE

I, Kelli Kelly, a Notary Public in and for said State and County, hereby
certify that John E Lobdell, whose name as Associate Vice President of

AECOM Technical Services, 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 10th day of August, 2023.



Kelli N Kelly
NOTARY PUBLIC
My Commission Expires: 10-25-2026

KELLI N. KELLY
Notary Public, Alabama State at Large
My Commission Expires October 25, 2026

EXHIBIT A:

PROJECT LOCATION

**City of Mobile Council District 6
Signalized Intersections**

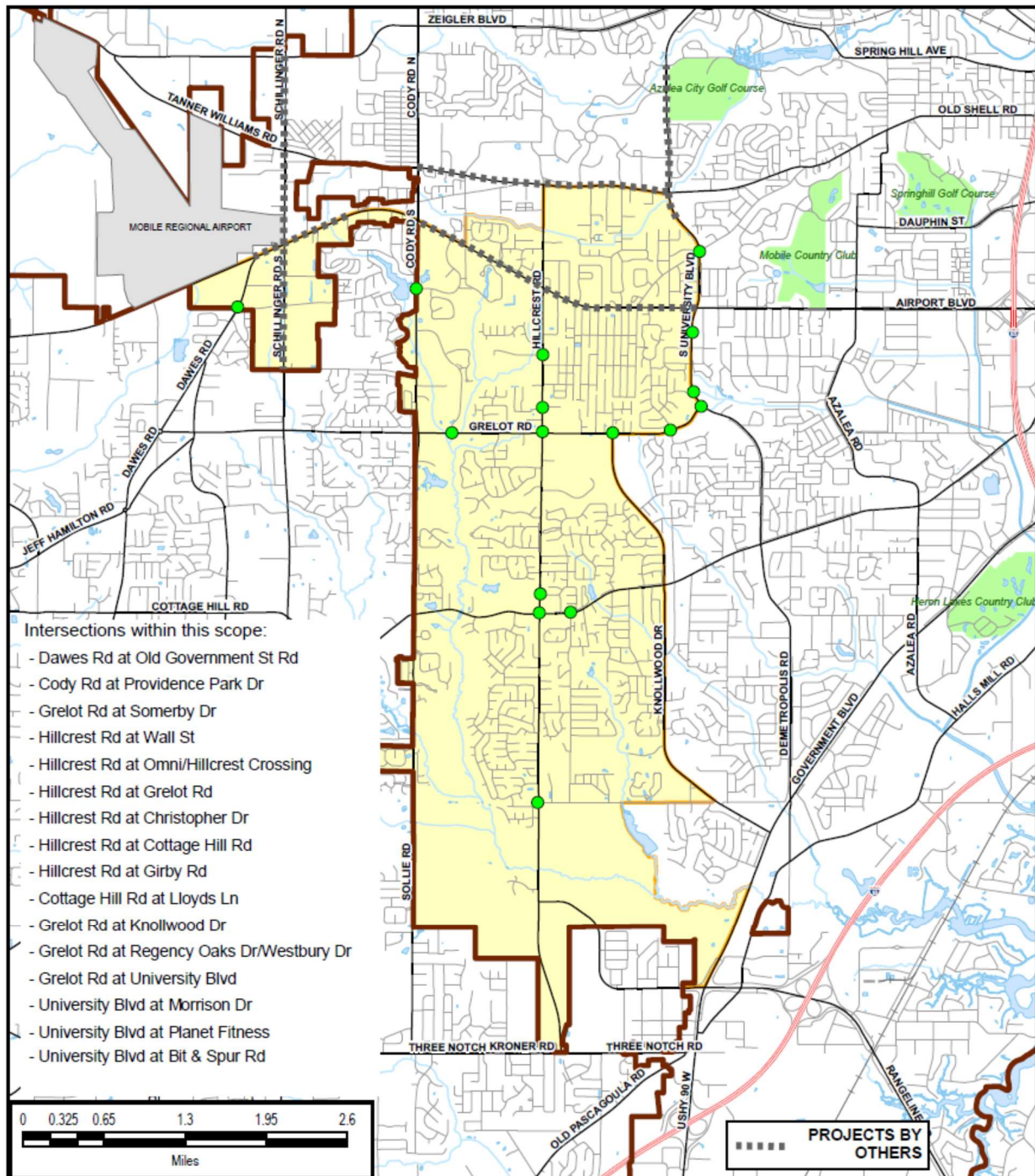


EXHIBIT B:

DETAILED SCOPE OF SERVICES

AECOM City of Mobile Signal Retiming Scope of Services

A: GENERAL REQUIREMENTS

The purpose of this contract is to provide the City of Mobile with professional services for conducting needed corridor retiming efforts for **fifteen (15) intersections** identified under Section B of this scope of work. A major objective of this contract is to improve efficiency and safety along the corridors as expeditiously as possible while maintaining a high degree of thoroughness and professionalism.

The CONSULTANT shall ensure that the task and studies requiring field activities are conducted professionally and in a manner that utilizes accepted safety methods and practices. The safety of the traveling public and the CONSULTANT'S field staff shall be an essential goal of each field study activity.

Personnel

The CONSULTANT'S work shall be performed and/or directed by the key personnel identified in the technical/fee proposal presentations by the CONSULTANT. Any changes in the indicated personnel or the CONSULTANT'S office in charge of the work as identified in the CONSULTANT'S proposal shall be subject to review and approval by the City of Mobile.

Subcontracting

Should the CONSULTANT require the services of a specialist for specialty work, the CONSULTANT is authorized to subcontract these services under the provisions of the Standard CONSULTANT Agreement. Firms selected for subcontracts must be approved in writing and be a City of Mobile approved firm prior to the CONSULTANT authorizing any such work. The CONSULTANT shall be fully responsible for the satisfactory performance, conclusions, and recommendations of all subcontracted work.

ENGINEER'S SUMMARY OF HOURLY RATES

14

EXHIBIT D:

INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2023

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-23-24	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): 866-966-4664 E-MAIL: LosAngeles.CertRequest@marsh.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : N/A INSURER C : Illinois Union Insurance Co INSURER D : N/A INSURER E : INSURER F :	FAX (A/C, No): 212-948-0533 NAIC # 22667 N/A 27960 N/A
INSURED AECOM AECOM Technical Services, Inc. 3800 Colonnade Parkway, Suite 400 Birmingham, AL 35243	08 2023	

COVERAGES **CERTIFICATE NUMBER:** LOS-002701918-01 **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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg 1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Client Reference #: 2022-2060-090

City of Mobile, Alabama is named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to GL and AL.

CERTIFICATE HOLDER

City of Mobile, Alabama
852 Gayle Street
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

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 3800 Colonnade Parkway, Suite 400 Birmingham, AL 35243
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

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C50710129	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C50710014	ACE American Insurance Company - NAIC # 22667	MA
SCF C50710257	ACE Fire Underwriters Insurance Company - NAIC # 20702	WI Retro

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared JOHN E. LOBDELL (affiant) who, being duly sworn says as follows:

Associate Vice President/CEO of AECOM TECHNICAL SERVICES, 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 Associate VP for AECOM TECHNICAL SERVICES, 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 AECOM TECHNICAL SERVICES is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 611088522.

John E. Lobdell

CEO of AECOM TECHNICAL SERVICES, INC.
AVP

Sworn to and subscribed before me this the 16th day of August, 2023.

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

Kelli N. Kelly

Signature and Seal of Notary Public

KELLI N. KELLY
Notary Public, Alabama State at Large
My Commission Expires October 25, 2026



RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile, and 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: AECOM Technical Services, Inc
City of Mobile Project Name: District 6 Traffic Signal Improvements
Capital Project No.: CO727
Contract Amount: \$76,199.00

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To repair four granite monument panels & concrete veneer panels at Unity Point Park

Amount of Contract:

\$44,000.00

Funding Source

Project # Unity Point Park - Fountain Repairs PR-032-23

Discretionary Funds

Project String C0861 CIP Unity Park Repairs (20002000-48010)

Contract Number:4596

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-032-23 Unity Point Park - Fountain Repairs	Cover Memo	8/21/2023
contract page 1_CORRECTED	Cover Memo	8/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/23/2023 - 5:43 PM
Capital	Rhodes, Brenda	Approved	8/24/2023 - 9:11 AM
Legal	Kern, Chris	Approved	8/24/2023 - 10:08 AM

Mayors
Office

Montgomery, Brandi

Approved

8/24/2023 - 3:11
PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: JUSTUS J. ADDISS IV d/b/a J & A CONTRACTING

Project Name: UNITY POINT PARK –
FOUNTAIN REPAIRS

Project Number: PR-032-23

Amount: \$44,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP UNITY PARK REPAIRS

CAPITAL PROJECT #: C0861 (20002000-48010)

CONTRACT AMOUNT: \$44,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-032-23

PROJECT DESCRIPTION: FOR THE REPAIR OF FOUR GRANITE MONUMENT
PANELS AND CONCRETE VENEER PANELS AT UNITY POINT PARK (900 SPRING HILL AVE).

VENDOR NAME: JUSTUS J. ADDISS IV d/b/a J & A CONTRACTING

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **X** N ____; 5% of the 1st 50% ____ or
If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III Date: 8/21/2023

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



This Agreement made and entered into this _____ day of _____ 2023.

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

And the Contractor: Justus J. Addiss IV d/b/a J & A Contracting
2915 South Sherwood Drive
Mobile, Alabama 36606

City Business License No.: 101512

Secretary of State Registration No.: N/A

For the following Project: Unity Point Park – Fountain Repairs
900 Spring Hill Avenue
Mobile, Alabama 36604

Project Number: PR-032-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Four Thousand and no/100 Dollars (\$44,000.00), which includes a Contingency Allowance of Five Hundred and no/100 Dollars (\$500.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required

for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

1.4 UNIT PRICES

- A. Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.
- B. List of Unit Prices:
 - a. Unit Price #1
 - i. Repair One Concrete Veneer Panel, EA.
 - 1. \$800.00

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, 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 be endorsed to 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. 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 and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.
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. 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.

B. Comprehensive General Liability Insurance and/or Marine General Liability:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor. Marine General Liability shall include Premises and Operations, Personal & Advertising Injury, Products & Completed Operations, Protection & Indemnity including vessel and crew (if applicable).

2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. /\$2,000,000 Aggregate on a "Per Project" Basis.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
 4. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy.
 5. The Marine General Liability policy must include an endorsement to cover "Sudden and Accidental Pollution."
- 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.
- D. 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 3% of 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 3% of insured value.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – 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 (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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities,

whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

- 3.9** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.
- 3.10** Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Storm Water Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm Water Management and Flood Control. All waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT:** Contractor shall provide two notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.16 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that **Justus J. Addiss IV d/b/a J & A Contracting** has completed the contract **PR-032-23 for Unity Point Park – Fountain Repairs, 900 Spring Hill Avenue, Mobile, Alabama 36604**. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.17 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via

Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

C. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Scope of Work – Exhibit A;
3. Waiver of Disadvantaged Business Enterprise Goal;
4. E-Verify Documentation;
5. Certificate of Insurance with Endorsements;
6. Request for Quotes Documents, dated April 20, 2023
7. Addendum No. 1, dated April 21, 2023; and
8. Pre-Quote Conference Documents, dated April 20, 2023.

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT: Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

9.0 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity,

illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

10.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

Legal Name of Party to Contract:
OWNER: City of Mobile

CONTRACTOR: Justus J. Addiss IV dba
J & A Contracting

Signature

William S. Stimpson, Mayor
Printed Name and Title

Justus J. Addiss IV
By Signature

Justus J. Addiss IV, Owner
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared
Justus J. Addiss as Owner of J & A Contracting 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 11th day of July, 2021.

Anthony Dwyane Rabb
NOTARY PUBLIC

My Commission Expires: _____

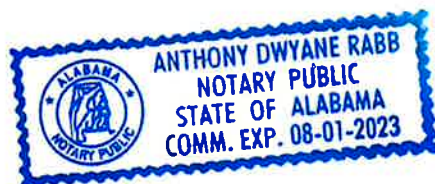


EXHIBIT A
SCOPE OF WORK

UNITY POINT PARK – FOUNTAIN REPAIRS

Project # PR-032-23

The work of this contract consists of repairing four granite monument panels and concrete veneer panels.

END OF SCOPE OF WORK



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-032-23 Current Date 5 / 12 / 23

Project Description Unity Point Park - Fountain Repairs

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.

Repair granite and concrete veneer panels, soft wash, polish and seal granite panels.

PERFORMING ALL WORK. ONLY MINOR
MATERIALS

Requested By (Department Director)

(Signature)

251.208.7627

Telephone Number

Dir. of REAM

(Title)

5/12/2023

(Date)

boartwright@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

Supplier Diversity Manager

(Title)

(Date)

Approved By (CAO)

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	J&A Contracting
Company Facility Address	2915 SOUTH SHERWOOD DRIVE MOBILE, AL 36606
Company Alternate Address	2915 SOUTH SHERWOOD DRIVE MOBILE, AL 36606
County or Parish	Mobile
Employer Identification Number	20-3019386
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number:40133

Client Company ID Number:1192874

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 Verify I-9, LLC	
Name (Please Type or Print)	Title
Robert Griggs	
Signature	Date
Electronically Signed	April 25, 2017
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2023

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

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

PRODUCER The Darling Agency, Inc. 3812 Cottage Hill Road Mobile, AL 36609-6510		CONTACT NAME: Greg Darling PHONE (A/C, No, Ext): 251-661-3098 E-MAIL ADDRESS: greg@thedarlingagency.com FAX (A/C, No): 251-665-9243															
INSURED Justus Addiss dba J&A Contracting 2915 S Sherwood Dr Mobile AL 36606		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Spinnaker Insurance Company</td><td>24376</td></tr><tr><td>INSURER B : Haulers Insurance Company</td><td>31550</td></tr><tr><td>INSURER C : Accredited Surety and Casualty Company</td><td>26611</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Spinnaker Insurance Company	24376	INSURER B : Haulers Insurance Company	31550	INSURER C : Accredited Surety and Casualty Company	26611	INSURER D :		INSURER E :		INSURER F :	
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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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	CSG-00079771-00	04/21/2023	04/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BA2017AL0029	09/21/2022	09/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	1AU1AL160129824001	03/07/2023	03/07/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Concrete or Cement Work- Floors, Driveways, Yards, Sidewalks. Unity Point Park - Fountain Repairs 900 Springhill Ave Mobile, AL 36604

City Of Mobile is included as Additional Insured in respect to the General Liability and Automobile 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, and Workers Compensation and Employer's Liability. 30-day Notice of Cancellation, Non-Renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER City Of Mobile PO Box 1827 Mobile, AL 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – WITH ADDITIONAL INSURED REQUIREMENT IN CONSTRUCTION CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. The following is added to Paragraph C. Who Is An Insured:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends on the earlier of the date:

- a. When your operations for that insured are completed; or
- b. The contract or agreement you have entered into with the additional insured is terminated.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

- D. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless in writing in a contract or agreement described in A. above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.**

CTF CW AIOL 06 22

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Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization with whom you agree in a written contract, executed prior to loss, to waive our right to recovery under this Businessowners Coverage Form.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph H. **Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

J & A Contracting
2915 S. Sherwood Dr.
Mobile, Alabama 36606
251-623-0458

July 11,2023

City of Mobile
205 Government St.
P.O. Box 1827
Mobile, Alabama 36633

Attn: Roger Washington

Roger,

Per our conversation in reference to the contract documents the following are excluded:

3.6- Insurance

Sub-Paragraph A.
Section 3.
Section 4.

Sub-Paragraph B.
Section 1.
Section 4.
Section 5.

Sub-Paragraph D.
Sections A,B,C,D,E

As discussed there is no Maritime work or Building of any structures on this project.
This contract is repair work only.

Sincerely,

Justus Addiss

REQUEST FOR QUOTES

Unity Point Park –Fountain Repairs
900 Spring Hill Avenue, Mobile, Alabama 36604
PR-032-23

Notice is hereby given that the City of Mobile will receive quotes, submitted to the Architectural Engineering Department, 5th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama, 36602 until 2:15 PM local time on Wednesday, May 3, 2023, for the above stated project. Additional instructions are detailed in the request for quotes documents.

A pre-quote meeting shall be held at the project site, meeting at Unity Point Park, on Thursday, April 20, 2023 at 10:00 AM local time. It is recommended that a representative of the contractor be in attendance throughout the meeting, and sign-in in order to submit a quote and receive any project addendum for this project.

Request for Quotes are on file and may be examined and obtained from the following location:

www.cityofmobile.org/bids/

Disadvantaged Business Enterprise participation may be required. A Directory of DBE Vendors can be found at the following location:

<https://workwith.cityofmobile.org/>



**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
April 20, 2023**

The City of Mobile will receive quotes for the following Project:

Project Name: Unity Point Park – Fountain Repairs
Project Location: 900 Spring Hill Avenue, Mobile, Alabama 36604
Project Number: PR-032-23

Summary of Work: Include providing all labor, supplies, tools, and equipment required to dry grind, repair, and polish the monument's granite panels in order to create a plan that will allow water to flow across the granite surface evenly with the least amount of splashing possible at the surface seams. The contractor is also required to repair the exterior fountain walls in accordance with the specifications in this RFQ document.

- The Contractor shall use the appropriate dry grinding tools to evenly grind the surface of the four bottom granite panels so that the bottom panels are on the same plane as the four upper granite panels.
- The Contractor is to remove all of the delaminated precast concrete panels from the fountain wall's base. The Contractor shall remove the existing mastic from rear of concrete panels and wall substrate, clean and prep to be reapplication.
 - The Contractor is to wash the substrate to remove any loose dirt and debris, creating a clean bonding surface for the concrete veneer panels to adhere. Contractor shall coordinate inspection of wall with project manager after cleaning substrate.
 - The contractor shall install the concrete veneer panels to the fountain wall, while wall is still damp, using Type S mortar mix, per the manufacturer's instruction. Concrete veneer panel shall installed at same height, spacing and depth as the adjacent panels. Panels shall be braced in place for 24 hours or until mortar mix has set. Excess mortar shall be cleaned from joints and brushed from surfaces using a wire brush and whiskbroom.
 - Existing mortar joints shall be removed to a depth of $\frac{3}{4}$ ". Contractor shall then wash down the wall to remove any loose mortar debris that is remaining. Contractor shall re-grout joints using mortar mix using Type S mortar mix.

- Contractor shall soft wash the entire fountain base, monument and monument base, per City of Mobile

Important Dates:

Pre-Quote Meeting: Thursday, April 20, 2023 at 10:00 AM.
 Quotes Due: Wednesday, May 3, 2023 at 2:15 PM.

Examination of Documents: Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including recommended attendance at the Pre-Quote meeting), fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Pre-Quote meeting shall be held on Thursday, April 20, 2023 at 10:00 AM., meet at the Unity Point Park, 900 SpringHill Ave, Mobile, AL 36604. Contractors shall not park in the grass. Contractors are recommended to have a representative present and sign-in in order to receive addendum. Contractors shall view and verify all existing conditions during the Pre-Quote meeting. No additional site visits are scheduled, but may be arranged with the Project Manager upon request. Request for Quotes are on file and may be examined and obtained from the following: <https://www.cityofmobile.org/bids>

All **Requests for Information (RFI's)** and requests for substitutions shall be submitted in writing to the Project Manager no later than 3:00 PM, five (5) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum posted on www.cityofmobile.org/bids . Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

This is NOT a tax-exempt project. Quoters shall include sales and use taxes in their quote amount.

Contractors may use on-site utilities and facilities, such as power, water. Lock and secure vehicles and tools while working at the facility. Contractor shall have access to the work site, as approved by the Owner, between 7:00am - 6:00pm Monday through Friday. Additional access may be coordinated with the Owner representatives in advance. The contractor shall protect site from use during construction. The area must be clear of tools, debris and materials at all times to ensure the safety of those using the site. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

The Contractor shall deliver the work complete within Sixty (60) calendar days from the date of the written Notice of Proceed.

- A. In order to coordinate the Contractor's work schedule with the Owner, within five (5) calendar days of the receipt of quotes, the Apparent Low Quoter shall meet with the Owner to discuss scope, Owner scheduling and priorities. The Apparent Low Quoter shall then provide a proposed schedule within five (5) calendar days of the initial meeting for Owner review and approval.

- B. The Contractor may request rain days, but only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. Contractor is to submit requested rain days each week. Do not wait for the end of the project to submit rain days.

Unit Prices:

Provide Unit Prices for items listed, for inclusion in the Contract, guaranteed to apply for duration of the Project as a basis for additions to or deductions from Contract Sum. Actual quantities and measurements supplied or placed in the Work will be reported by the Contractor, and will be the basis for determining payment. Unit Price amounts include full compensation for all required labor, products, tools, equipment, transportation, services, and incidentals, and for the erection, application, or installation of an item of the Work.

Allowance:

Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

Use of Contingency Allowance shall be approved in writing by the Owner before any materials are ordered or work performed.

Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):

Quotes for the above Scope of Work will be received until **Wednesday, May 3, 2023 at 2:15 PM.**, in the Architectural Engineering Department, 205 Government Street, P.O. Box 1827, Mobile, Alabama 36633. Quotes in amounts less than \$50,000 may be submitted in person, faxed, e-mailed or mailed to the Project Manager at the address indicated. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- A. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
- B. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

Bond Requirements:

For contracts that exceed \$50,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

- A. Cost of Bonds shall be included in the Contractor's bid.
- B. A Surety authorized to do business in the State of Alabama must issue Bonds.
- C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security/Bid Bond:

- A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following items along with the electronically signed Owner Contractor Agreement:

- 1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
- 2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)
- 3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
- 4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (Documents attached). Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:
<https://www.cityofmobile.org/bids/vendor->

For **Payment(s)**, each month until project completion, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703. (Electronic forms will be provided by City of Mobile Architectural Engineering Department upon request of the Contractor.) Each Pay Application shall be based on the most recent schedule of values submitted by the Contractor. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work, and shall form the basis for review and approval of the Contractor's Application for Payment. The amount of progress payments may be reduced by 1.) amounts previously paid by Owner, 2.) uncorrected Work, 3.) non-payment of sub-contractor, 4.) defects discovered since last pay application, 5.) retainage. Prior to Substantial Completion of the Work,

the Owner will hold **Retainage** from the payment otherwise due as follows: Five percent (5%) of the first fifty (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in contract sum by Change Order shall also be subject to retainage. The net amount of the Retainage shall be equal to two and one half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract in a locally published newspaper of general circulation, in accordance with Code of Alabama, Title 39, Section 39-1-1. For final Contract Sums less than fifty thousand dollars (\$50,000.00), the Contractor shall also provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Contracts over \$50,000, the Contractor shall publish four successive weeks. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract for **Unity Point Park –Fountain Repairs, PR-032-23, 900 SpringHill Avenue, Mobile, Alabama 36604**. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or required closeout documents are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall provide a written warrantee to the Owner that all materials furnished under the contract are of good quality and new. Contractor shall further warrant that the Work conforms to the requirements of the information contained in this Request For Quotes and will be free from defects. Work and/or materials not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for products used.

Close Out Documents: Shall consist of as built drawings, warrantees, approved submittals and other documents required by the RFQ document. They shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims - G706

2. Contractor's Affidavit of Release of Liens - G706A
3. Consent of Surety to final Payment - G707 (if bonds are required)

Contact the Project Manager, Roger Washington, at the City of Mobile, Architectural Engineering Department, 251-208-7812 phone, 251-214-1488 mobile, 251-208-7894 fax or e-mail roger.washington@cityofmobile.org for further clarification regarding this Request for Quotes.



To: Pre-Quote Meeting Attendees and Registered Plan holders

From: City of Mobile Architectural Engineering Department

Re: Unity Point Park - Fountain Repairs
Project #PR-032-23

Date: April 21, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated April 20, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

- Item 1. The Pre-Quote Meeting Agenda *with Modifications* and Pre-Quote Meeting Acknowledgment Roster, dated April 20, 2023 are attached and form part of Addendum No. 1. Revisions to the Pre-Quote Agenda are indicated with a strike-through for deletions and ***bold italic*** typeface for additions.
- Item 2. BID DATE: Change the bid date in all references to May 10, 2023 in all portions of the Request for Quotes.
- Item 3. Contractor shall deliver the work completed within Seventy-Five (75) calendar days from the date of written Notice to Proceed. All construction activity must be complete on or before September 1, 2023.

Clarifications:

- Item 1. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is

responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- Item 2. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.

RFI's:

- Item 1. Is the Contractor responsible for replacing plants damaged during construction?

Response 1. The Contractor shall provide a construction schedule and the City shall remove plants from the construction area according to the schedule provided. The Contractor shall be responsible for backfilling any soil removed while replacing/repairing concrete pavers.

- Item 2. Will the City of Mobile or Contractor be responsible for disconnecting electrical junction boxes installed on the perimeter of the fountain pool walls?

Response 2. The Contractor shall be responsible for disconnecting and removing any electrical connections and reconnecting them at the completion of construction.

- Item 3. After the Contractor has grind and polished the four bottom granite panels, should the Contractor apply granite sealer?

Response 3. Yes, shall follow the following steps:

1. Grind and polish the uneven sections lower sections even with the upper sections.
2. Remove existing epoxy in all joints and clean joints with 91% denatured alcohol.
3. Install backer rods in the existing joints.
4. Brush with Sika 429 primer in all joints
5. Install Sikaflex-1A urethane sealant caulk, black in color.
6. Clean all granite panel surfaces with mild detergent and seal

- Item 4. Who was the original precast concrete supplier for the veneer concrete panels?

Response 4. According to City of Mobile archived files, Sunset Contracting provided and installed the concrete veneer panels in 2011-2012.

Attachments:

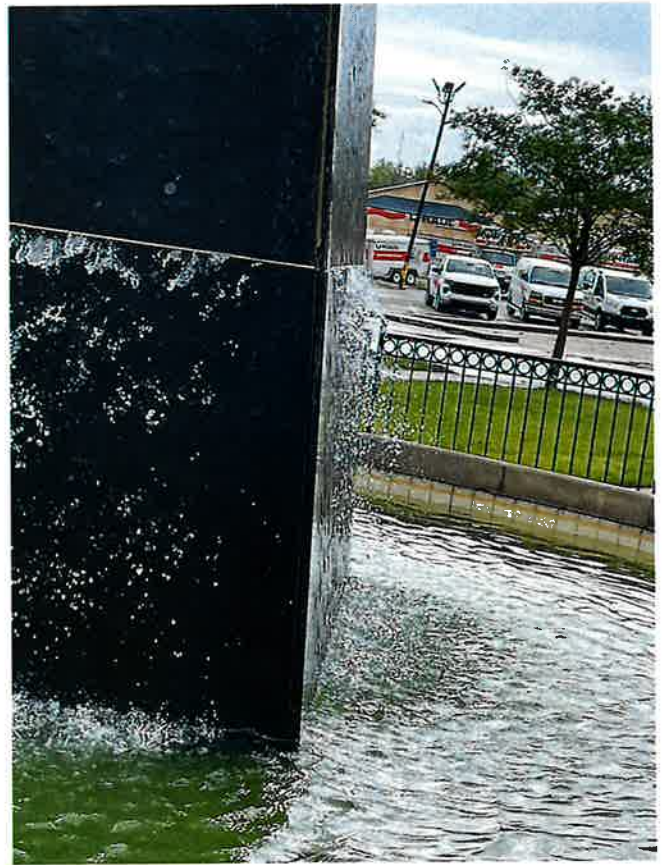
1. Pre-Quote Meeting attendance roster
2. Photos of offset granite.
3. Fountain Wall Detail

END OF ADDENDUM NO. 1

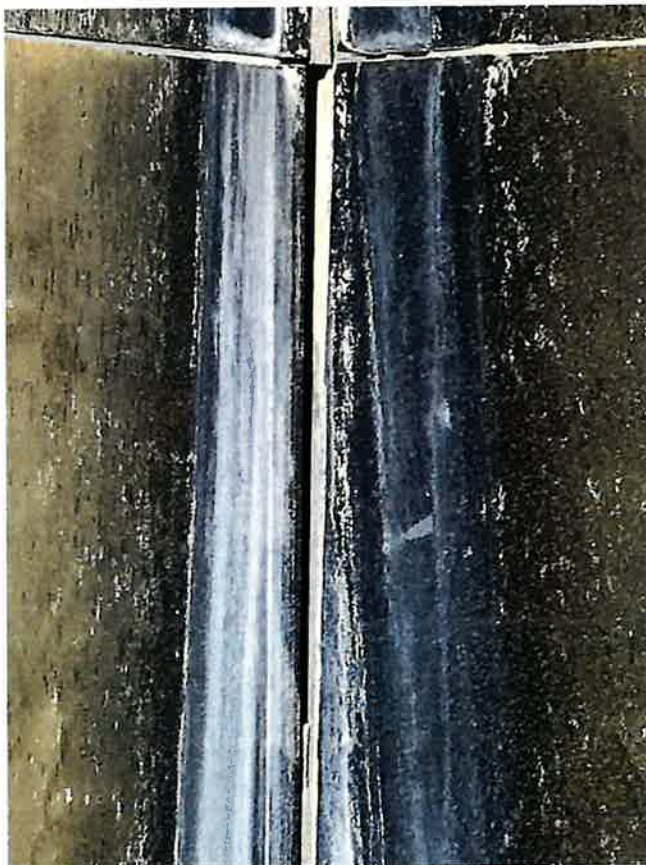
[illegible]



A



B



C



D

SECTION
SCALE: 1" = 1'

DOUBLE ROW 8" X 8" FLAGST
SUBMIT SAMPLES

18" X 36" PRE CAST CONC. C/A
8"X8"X16" CMU, REINF W#5 VE
FILLED W/ CONCRETE

#5 VERTICAL BARS @ 12" O.C. EACH WAY FROM FILTER

- 3000 PSI CONC. TO DRAIN

BAR @ 12" O.C. EACH WAY THROUGH LOWER POOL

BARS @ 8" O.C. EACH WAY THROUGH SCULPTURE STRUCTURE

**UNITY POINT PARK
FOUNTAIN REPAIRS
PR-032-23**

PRE-QUOTE CONFERENCE

10:00 am April 20, 2023,
900 Spring Hill Avenue, Mobile, Alabama 36604

AGENDA with Modifications

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.
2. Introductions - Owner Contacts, AE Project Manager.
3. Request for Quotes are on file and may be obtained from www.cityofmobile.org/bids/
4. Discussion of Scope of Work.
 - a. The project consists of the fountain's monument base and exterior pool wall panels per the Request for Quotes.
 - b. There is a \$1,500.00 Contingency Allowance. Allowances shall be utilized only after advance written approval by the Owner. At the end of the project, remaining contingency will be returned to the City via Change Order.
 - c. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.
 - d. Permits will not be required for this project.
 - e. Contractor shall have access to the site seven days a week, 6:00 am until 6:00 pm unless approved differently by Project Manager.
 - f. Contractor shall keep an exceptionally clean site. The Contractor will be responsible for the site duration the entire duration of the construction contract. Contractor may install a chain link perimeter fence around the immediate construction areas. No temporary storage will be available for this location.
 - g. Contractor may utilize, without cost: power, electricity, ~~toilet, and handwashing facilities,~~ etc. if available in moderation.
 - h. Protect all sodded areas, concrete sidewalks, pads and paving. Contractor shall be responsible for replacing any sodded areas and re-pouring any concrete cracked or damaged through the course of the work. It is advised that the Contractor document the area before beginning Construction.
 - i. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. All waste and construction debris shall be removed daily and not stored on site. Do not use facilities waste bins or dumpsters. Site must be kept clean.
 - j. Storm and Wastewater:
 - i. Comply with City of Mobile and Alabama Department of Environmental Management requirements. Pay attention to Water Regulations and Allowable Discharges.
 - ii. See City of Mobile Code, Chapter 17, Storm Water Management and Flood Control.

- k. Any observed discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Roger Washington at roger.washington@cityofmobile.org.
- l. Cut off time for submission of RFIs is by 3:00 pm 7 days before the bid opening date. All requests are to be submitted via e-mail to Roger Washington.
- m. Official clarifications or corrections will be made by written addendum sent to all prospective bidders via e-mail and posted on the City of Mobile bids website. Only clarifications immortalized in Addendums are valid.
- n. The City of Mobile will provide utility line locations within the work area of the park. Contractor shall still be responsible to contact line locators for verification.

5. Special Instructions or conditions.

a. Equal Opportunity:

- i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" ~~in the envelope~~ with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.
- iv. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

b. City of Mobile permits are not required for the construction.

6. Quoting instructions, forms, special requirements and time.

- a. Quotes will be received and clocked in until 2:15 PM local time, ~~Thursday~~ **Wednesday**, the 3rd day of May 2023.
 - i. Due to restricted access to Government Plaza offices, it is recommended that Quotes be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail or emailed to roger.washington@cityofmobile.org. Quoters are responsible for ensuring their Quotes arrive by the Quote time and date.
 - ii. Quoters delivering Quotes in person shall enter Government Plaza at the Joachim Street doors and deliver quotes to Roger Washington Architectural Engineering Department 5th floor, South Tower, no later than 2:15 PM local time.
- b. All Quotes not received prior to the time specified, or Quotes received after the specified time, will be automatically rejected, and returned immediately.

- c. Quotes will be reviewed and the lowest Quoter will be notified shortly after review.
 - d. This is NOT a tax-exempt project.
- 7. Additional Requirements at time of Contract execution:
 - a. A valid City of Mobile business license for the duration of the contract period
 - b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
 - c. Performance Bond and Labor & Material Payment Bond are required.
 - d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see Project Manual or Request for Quotes documents).
- 8. Payment requirements.
 - a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
 - b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published ~~four~~ **one time** in a local newspaper of general circulation.
 - c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.
- 9. Owner/City of Mobile contacts and phone numbers:
 - a. Roger Washington: 251-214-1488 (AE Project Manager)
- 10. Walk of Site
- 11. Adjourn

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



This Agreement made and entered into this _____ day of _____ 2023.

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

And the **Contractor:** Justus J. Addiss IV d/b/a J & A Contracting
2915 South Sherwood Drive
Mobile, Alabama 36606

City Business License No.: 101512

Secretary of State Registration No.: N/A

For the following **Project:** Unity Point Park – Fountain Repairs
900 Spring Hill Avenue
Mobile, Alabama 36604

Project Number: PR-032-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Four Thousand and no/100 Dollars (\$44,000.00), which includes a Contingency Allowance of One Thousand Five Hundred and no/100 Dollars (\$500.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Small and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of demolishing an existing wading pool and installing a new splashpad

Amount of Contract:

\$371,175.00

Funding Source

Project # Baumhauer-Randle Park - New Splashpad
PR-092-21

Discretionary Funds

Project String C0713 Baumhauer-Randle Park -
New Splashpad 20002000-48010

Contract Number:4597

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution and Contract	Cover Memo	8/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/23/2023 - 5:51 PM
Capital	Rhodes, Brenda	Approved	8/24/2023 - 9:23 AM
Legal	Kern, Chris	Approved	8/24/2023 - 10:06 AM
Mayors			8/24/2023 - 3:12

Office

Montgomery, Brandi

Approved

PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: PR-092-21 BAUMHAUER-RANDLE PARK – NEW SPLASHPAD

CAPITAL PROJECT #: C0713 (20002000-48010)

CONTRACT AMOUNT: \$371,175.00 DATE OF RECEIPT: 08/22/23

ARCHITECTURAL ENGINEERING PROJECT #: PR-092-21

PROJECT DESCRIPTION: DEMOLISH AN EXISTING WAING POOL AND
INSTALLING A NEW SPLASHPAD IN THE SAME LOCATION (1909 DUVAL STREET).

VENDOR NAME: AEIKER CONSTRUCTION CORPORATION

VENDOR NUMBER: 290374

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean Office Assistant I Date: 8/22/2023

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small

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

Name of Company: Aeiker Construction Corporation

Project Name: Baumhauer-Randle Park –
New Splashpad

Project Number: PR-092-21

Amount: \$371,175.00

Adopted:

City Clerk

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)

Aeiker Construction Corporation
2759 Mill Street
Mobile, Alabama 36607

City of Mobile Business License Number: 093988
Secretary of State Registration Number: 000-034-837

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

Baumhauer-Randle Park – New Splashpad
1909 Duval Street
Mobile, Alabama 36606
PR-092-21
For the conversion of a wading pool to a splashpad.

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

Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827
And
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

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:

(1635410775)

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)

☒ 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.)

☒ Not later than one-hundred eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)

(Paragraph deleted)

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User Notes:

(1635410775)

§ 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.

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 Three Hundred Seventy-One Thousand One Hundred Seventy-Five and 00/100 Dollars (\$ 371,175.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$356,175.00
Contingency Allowance: \$ 15,000.00
Total Contract Sum: \$371,175.00

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Row deleted)

- Baumhauer-Randle Park Contingency Allowance: \$15,000.00
- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
 - B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
 - C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
 - D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
 - E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Provide and install one (1) trash receptacle, model #CL-36R14 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	\$3,000.00
2. Provide and install one (1) bench, model #91-S6 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	\$3,000.00
3. Unsuitable Soil Material – Cubic Yards in Place, includes excavation, haul off and disposal of unsuitable material.	CY	\$50.00
4. Structural Fill – Cubic Yards in Place, provide and install imported structural fill, spread, compaction, and all other necessary construction components for installation.	CY	\$50.00
5. Provide and install 4" concrete flatwork (sidewalks,		

Init.

fountain pads, etc.). Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	\$12.00
6. Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	\$3.00
7. Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.		
8. Provide and install one 8"x8"x16" CMU block (splitface). Include all necessary construction components for installation.	CY	\$6.00
9. Provide and install one 8"x8"x16" CMU block (smoothface). Include all necessary construction components for installation.	EA	\$15.00
	EA	\$13.00

§ 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.

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§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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.

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§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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 Aeiker Construction Corporation. has completed the contract for Baumhauer-Randle Park – New Splashpad. 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)

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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)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jonathan Aeiker
Aeiker Construction Corporation
2759 Mill Street
Mobile, Alabama 36607
251-259-7995
jonathan@aeiker.com

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - 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

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- C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
- A. All liability of the Contractor, for the Contractor's Direct Operations.
- B. Subcontractor's Operations.
- C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
- D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
- E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
- F. Broad Form Property damage Coverage, including Completed Operations.
- G. Personal Injury Liability, with employee's exclusions removed.
- H. Explosion and Collapse Hazard:
Included or X Not Applicable.
- I. Underground Hazard:
Included or X Not Applicable.
- J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
- K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
- L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract

Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
 - .13 "In Rem" endorsement.

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

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account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

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§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
B-G0.00	TITLE SHEET	4/12/23
B-G1.01	INDEX OF DRAWINGS & GENERAL INFORMATION	4/12/23
B-G1.02	GENERAL NOTES	4/12/23
B-G3.00	SURVEY	4/12/23
C1.01	CIVIL COVER SHEET	4/12/23
C1.02	NOTES AND LEGEND SHEET	4/12/23
C1.03	EXISTING CONDITIONS AND DEMO SHEET	4/12/23
C1.04	EROSION & SEDIMENT CONTROL PLAN	4/12/23
C1.05	EROSION & SEDIMENT CONTROL DETAILS	4/12/23
C1.06	GEOMETRIC PLAN	4/12/23
C1.07	GRADING & DRAINAGE PLAN	4/12/23
C1.08	DETIALS SHEET	4/12/23
B-A0.01	DEMOLITION SITE PLAN	4/12/23
B-A0.02	NEW SITE PLAN	4/12/23
B-A9.01	SPLASH PAD DETIALS – BASE BID	4/12/23
B-A9.02	SPLASH PAD VENDOR DRAWINGS – BASE BID	4/12/23
B-A9.03	SPLASD PAD VENDOR DRAWINGS – BASE BID	4/12/23
B-E0.01	ELECTRICAL LEGEND & ABBRIVATIONS	4/12/23
B-E0.03	SITE PLAN – ELECTRICAL	4/12/23
B-E1.02	NEW WORK SPLASHPAD ELECTRICAL PLAN (BASE BID)	4/12/23

- .4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
010050	Project Safety	4/12/23
012100	Allowances	4/12/23
012200	Unit Prices	4/12/23
012300	Alternative Bid Items	4/12/23
013100	Project Management and Coordination	4/12/23
013200	Construction Progress Documentation	4/12/23
013300	Submittal Procedures	4/12/23
014100	Special Inspections	4/12/23

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016350	Substitution Procedures	4/12/23
017000	Execution Requirements	4/12/23
017823	Operation & Maintenance Manuals	4/12/23
017839	Project Record Documents	4/12/23
DIVISION 2	EXISTING CONDITIONS	
029200	Hydro-Seeding	4/12/23
024119	Selective Demolition	4/12/23
DIVISION 11	EXTERIOR EQUIPMENT	
116850	Aquatic Playground	5/22/23
DIVISION 22	PLUMBING	
220000	Plumbing General	
220010	Codes and Standards	4/12/23
220020	Plumbing Related Work	4/12/23
220517	Sleeves and Sleeve Seals	4/12/23
220523	Valves	4/12/23
220526	Access Doors	4/12/23
220529	Hangers and Supports	4/12/23
220539	Testing, Cleaning, and Sterilization for Plumbing Piping	4/12/23
220550	Excavation and Backfill	
220553	Plumbing Identification	4/12/23
220719	Plumbing Insulation	4/12/23
221116	Domestic Water Piping	4/12/23
221316	Sanitary Waste and Vent Piping	4/12/23
224000	Plumbing Fixtures	4/12/23
DIVISION 26	ELECTRICAL	
260000	General Electrical	
260010	Codes and Standards	4/12/23
260500	Electrical Related Work	
260516	Service Entrance Methods and Materials – Underground	
260526	Grounding and Bonding	4/12/23
260530	Basic Electrical Materials and Methods	4/12/23
260550	Excavation and Backfill	4/12/23
260553	Electrical Identification	4/12/23
262420	Panelboards	4/12/23
262726	General Wiring Devices	4/12/23
265030	Lighting Control Devices	4/12/23
265100	Interior Lighting	4/12/23
265119	LED Interior Lighting	4/12/23
DIVISION 31	EARTHWORK	
311000	Site Cleaning	4/12/23
312000	Earthwork	4/12/23
312500	Erosion and Sedimentation Controls	4/12/23
313116	Termite Control	4/12/23
DIVISION 32	EXTERIOR IMPROVEMENTS	
323113	Chain Link Fences and Gates	4/12/23
329219	Seeding and Restoration	4/12/23

.5 Addenda, if any:

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Number	Date
#1	4/17/23
#2	5/2/23
#3	5/11/23
#4	5/23/23
#5	6/6/23
#6	6/13/23

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
Section 00500	Supplier Diversity Subcontracting and Major Supplier Plan
	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

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User Notes:

(1635410775)

§ 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.

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

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Jonathan Aeiker, 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 Jonathan Aeiker as President of Aeiker Construction Corporation, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 16th day of August, 20 23.

Stacy L McInnis
NOTARY PUBLIC

My Commission Expires: Aug 4, 2024



Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 10:19:28 ET on 08/07/2023 under Order No.3104238820 which expires on 06/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

(1635149367)

EXHIBIT A
SCOPE OF WORK

BAUMHAUER-RANDLE PARK
NEW SPLASHPAD

Project #PR-092-21

The work of this contract consists of demolishing an existing wading pool and installing a new splashpad in the same location per the drawings and specifications.

END OF SCOPE OF WORK

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, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607 hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 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 three hundred seventy-one thousand one hundred seventy-five and 00/100 Dollars (\$371,175.00) 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 _____, 2023 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 Baumhauer-Randle Park – New Splashpad, 1900 Duval Street, Mobile, Alabama, 36606, PR-092-21, 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.

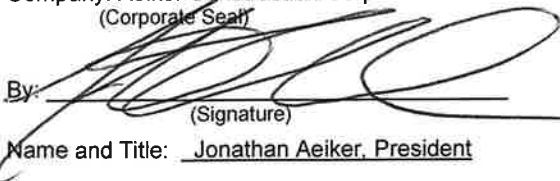
In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which 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 11th day of August, 2023.

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: 

(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV

(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: Phone: 251-473-4600/ Fax: 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. E. Cadden, J. William Goodloe, III, O. M. Otts, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2019.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 11th day August, 2023.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, 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 three hundred seventy-one thousand one hundred seventy-five and 00/100 Dollars (\$371,175.00) 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 Obligor, dated the ____ day of _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Baumhauer-Randle Park – New Splashpad, 1900 Duval Street, Mobile, Alabama, 36606, PR-092-21, 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 O. M. Otts, IV, **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 11th day of August, 2023

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: _____

(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV

(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: Phone: 251-473-4600/ Fax: 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gaylord C. Lyon, Jr., Roland G. Fry, Jr., Erling Riis, III, W. E. Cadden, J. William Goodloe, III, O. M. Otts, IV, Rebecca Ward and Charlene C. Stout, all of Mobile, Alabama, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of February, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of February, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 11th day August, 2023.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsible. 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: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Aeiker Construction Corporation
Address	2759 Mill St Mobile AL 36607
Telephone	251 259 7995
E-Mail	Jonathan@aeiker.com

RFP/RFQ Solicitation Number	PR-092-21
Project Description	Baumhauer Paddle Park
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 27 Female 2 Minority 26 Non-minority 4 Vets 0
Total # of Employees	29

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Aeiker

Signature: [Signature] Date: 6/21/23

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: Jonathan Aeiker Title: President

E-mail: Jonathan@aeiker.com

Phone: 251 259 7995

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 # PR-092-21 Your Bid/Proposal Amount \$ +300,000.00

Description	Amount	Account
Baumhauer Paddle Park		

Name of Bidder/Proposer:

Apker Construction Corporation

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]

(See Attached)



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

Acker Construction Corporation

Contact Person:

Jonathan Acker

Phone *251 794 7995*

Email

Jonathan.Acker@acker.com

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
☒	☐	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒	☐	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
☒	☐	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒	☐	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒	☐	ADVERTISEMENTS: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
☒	☐	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
☒	☐	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

☒	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
☒	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
☒	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
☒	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____



Alabama Secretary of State



Aeiker Construction Corporation	
Entity ID Number	000 - 034 - 837
Entity Type	Domestic Corporation
Principal Address	2759 MILL STREET MOBILE, AL 36607
Principal Mailing Address	2759 MILL STREET MOBILE, AL 36607
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	2759 MILL STREET MOBILE, AL 36607
Registered Office Mailing Address	2759 MILL STREET MOBILE, AL 36607
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	2759 MILL STREET MOBILE, AL 36607
Director Mailing Address	2759 MILL STREET MOBILE, AL 36607
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
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	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	

Aeiker Construction Corporation	
Transaction Date	12/22/2022
Agent Mailing Address Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Director/Manager/Organizer Activity	*Changed AEIKER, JONATHAN DAVID
Transaction Date	12/22/2022
Principal Mailing Address Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Principal Office Changed From	3109 MARCIA DRIVE MOBILE, AL 36605
Transaction Date	12/22/2022
Registered Agent Changed From	AEIKER, JONATHAN D 3109 MARCIA DRIVE MOBILE, AL 36605
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.
Document Date / Type / Pages	12/22/2022 Registered Agent Change 2 pgs.
Document Date / Type / Pages	12/22/2022 Articles of Amendment 2 pgs.

[Browse Results](#)
[New Search](#)



Company ID Number: 617526

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Aeiker Construction Corporation

Jonathan Aeiker

Name (Please Type or Print)

Title

Electronically Signed

11/14/2012

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

11/14/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **Aeiker Construction Corporation**

Company Facility Address: **3109 Marcia Drive**

Mobile, AL 36605

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification
Number: **454170601**



Company ID Number: 617526

North American Industry Classification Systems Code:	236
Administrator:	Aeiker Construction Corporation
Number of Employees:	1 to 4
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Jonathan D Aeiker	
Telephone Number:	(251) 259 - 2951	Fax Number:
E-mail Address:	jonathan@aeikerconstruction.com	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/11/2023

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Brittany Partin
	PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No):
	E-MAIL ADDRESS: BPartin@higginbotham.net
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Middlesex Insurance Company
	INSURER B: Alabama Home Builders Self Insurance Fund
	INSURER C: Safety National Casualty Corporation
	INSURER D:
	INSURER E:
	INSURER F:

License#: 2081754
AEIKCON-01**INSURED**
Aeiker Construction Corporation
2759 Mill St
Mobile AL 36607**COVERAGES****CERTIFICATE NUMBER:** 1482601856**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual ☐ Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	A0095796002	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0095796001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	A0095796003	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	Y	30875 SP4065837	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Job #: PR-092-21: Baumhauer- Randle Park- New Splashpad

City of Mobile (Owner), Architectural Engineering Department City of Mobile, PO Box 1827, Mobile, AL 36633 (Architect), and Goodwyn Mills Cawood, Inc., 11 N. Water St., Suite 15250, Mobile, AL 36602 (Architect) are included as additional insureds in respect to general liability, auto 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. A Waiver of subrogation applies in favor of City of Mobile (Owner), Architectural Engineering Department City of Mobile (Architect), and Goodwyn Mills Cawood, Inc. (Architect) with respect to general liability, auto liability and umbrella liability. A 30 day notice of cancellation applies except 10 days for non-pay.

See Attached...

CERTIFICATE HOLDER**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

City of Mobile
PO Box 1827
Mobile AL 36633

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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a law suit against City of Mobile.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
08/14/2023

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

AGENCY LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927		PHONE (A/C, No, Ext): +1 251 473 4600	COMPANY American Zurich Insurance Company	
FAX (A/C, No): +1 251 450 0032		E-MAIL ADDRESS: chockman@higginbotham.net		
CODE: 02046936		SUB CODE:		
AGENCY CUSTOMER ID #: INSURED Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607		LOAN NUMBER		POLICY NUMBER BR74180384
		EFFECTIVE DATE 08/28/2023	EXPIRATION DATE 08/28/2024	☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

1909 Duval Street
Mobile, AL 36607

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form Total Completed Project Value	\$371,175	\$2,500

REMARKS (Including Special Conditions)

Wind Deductible 3%

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Mobile PO Box 1827 Mobile, AL 36633	☐	MORTGAGEE	☒ ADDITIONAL INSURED
	☐	LOSS PAYEE	
	LOAN #		
	AUTHORIZED REPRESENTATIVE <i>O. M. OHSIE</i>		



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

KIM CARMODY, DIRECTOR OF PARKS AND RECREATION

Sponsored by:

MAYOR STIMPSON

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MATTHEW BROOKS CONTRACT	Cover Memo	8/23/2023
MATTHEW BROOKS RESOLUTION	Cover Memo	8/23/2023
Exhibit A	Cover Memo	8/24/2023

REVIEWERS:

Department Reviewer	Action	Date
Parks and Recreation Carmody, Kim	Approved	8/23/2023 - 4:34 PM
Budget Sapp, Celia	Approved	8/23/2023 - 6:01 PM
Legal Kern, Chris	Approved	8/24/2023 - 12:52 PM
Legal Kern, Chris	Approved	8/24/2023 - 12:53 PM
Mayors Office Montgomery, Brandi	Approved	8/24/2023 - 3:13 PM



Professional Services Contract City of Mobile

Mobile Tennis Racquet Stringing

AGREEMENT

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 11th day of April 2023_, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Matthew Brooks (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of restringing tennis racquets, and

WHEREAS, City desires to engage this Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE, WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

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

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the services described in **Exhibit A**.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in **Exhibit A**. The total amount of this contract should not exceed \$70,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

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

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

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Matthew Brooks
6155 Muir Court
Mobile, Alabama 36619

L. This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

M. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

N. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

O. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

P. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

Q. The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY: _____
Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

NAME, Matthew Brooks

BY: Matthew Brooks

Date: 4/11/23

Its Racquet stringing Labor (Title)

Exhibit: RACQUET STRINGING LABOR

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Matthew Brooks to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$70,000 per year as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

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

Adopted:

City Clerk

Exhibit A Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmembers William Carroll and C.J. Small

Purpose and Scope of Project:

Contract agreement between the City of Mobile and Alabama Export Railroad, Inc.

Amount of Contract:

\$44,265.04

Funding Source

Project # C0885

Discretionary Funds

Project String 20002000

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Railroad crossing improvement	Cover Memo	8/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	8/24/2023 - 2:29 PM
Capital	Rhodes, Brenda	Approved	8/24/2023 - 2:36 PM
			8/24/2023 - 2:37

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
8/24/2023 - 3:13
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$44,265.04 be transferred from Capital Project #C0049 Engineering, ROW, and Testing in the Capital Improvements Fund (Fund 2000); to Capital Project#C0885 Michigan Ave Crossing. These funds are consolidated in an effort to improve the Michigan Ave railroad grade crossing.

ADOPTED:

CITY CLERK

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: _____

BUDGET TRANSFER: ☒ (from one project to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 44,265.04

FROM CAPITAL PROJECT#: C0049

CAPITAL PROJECT NAME: Engineering, Row, & Testing

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0885

PROJECT NAME: Michigan Ave Crossing

DEPT. PROJECT#: _____

Lasney Wilkins
Employee signature

[Signature]
Approval signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	8/25/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/25/2023 - 10:53 AM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,300,000.00 be appropriated in the Rebuild Alabama Special Revenue Fund (Fund 4055) for the following Capital Project.

New	TIGER/Dr. MLK Jr Ave./Broad St.	\$1,300,000.00
-----	---------------------------------	----------------

ADOPTED:

CITY CLERK



August 29, 2023

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 striping, paving, 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,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

A handwritten signature in blue ink, appearing to read 'Nick Amberger'.

Nick Amberger, P.E.
City Engineer
Public Works

FY 2023 City Transportation Plan

City of Mobile, AL



Date Approved by the Council of the City of Mobile, AL: August 29, 2023

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																\$1,300,000.00
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	\$1,000,000.00			CRAF	\$1,000,000.00
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	\$300,000.00			CRAF	\$300,000.00
											*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	\$1,300,000.00	\$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:8/29/2023

Submitted by:

Donna Bryars, Comptroller

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Smith Dukes & Buckalew, LLP, to provide audit services for Fiscal Years 2023, 2024 and 2025, with the option to renew for fiscal years 2026 and 2027.

General fund.

Amount of Contract:

First 3 years total NTE \$691,000. Optional two renewal years total NTE \$515,000

Effective Date of Contract:

10/1/2023

Renewal Date of Contract:

10/1/2026

Funding Source

Project #

Project String 10049000-42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Audit Services	Cover Memo	8/21/2023

REVIEWERS:

Department Reviewer	Action	Date
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Budget	Sapp, Celia	Approved	8/23/2023 - 5:58 PM
Legal	Kern, Chris	Approved	8/24/2023 - 10:02 AM
Legal	Kern, Chris	Approved	8/24/2023 - 10:02 AM
Mayors Office	Montgomery, Brandi	Approved	8/24/2023 - 3:12 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.*

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 Professional Services contract, by and between the City of Mobile and Smith Dukes & Buckalew, LLP, to perform auditing and financial reporting services for fiscal years 2023, 2024, and 2025, in amounts not to exceed \$220,000, \$230,000, and \$241,000 per year, respectively, with the option to renew without further approval required by the City Council, for fiscal years 2026 and 2027, in amounts not to exceed \$252,000 and \$263,000 per year, respectively, 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

**STATE OF ALABAMA
COUNTY OF MOBILE**

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES 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 **SMITH, DUKES & BUCKALEW, LLP**, a partnership organized and existing under the laws of the State of Alabama and doing business as "Smith Dukes" (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of financial auditing and consulting; and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

1. PROFESSIONAL SERVICES TO BE PERFORMED

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:

To audit the Annual Comprehensive Financial Report ("ACFR") and to perform the 2 CFR 200 Single Audit for the City for the years ended September 30, 2023, 2024, and 2025, with an option to extend the term to include 2026 & 2027, as per the City of Mobile Request for Proposals and Contractor's response, which are found as Exhibit A and are incorporated by reference into this contract.

The City may, by mutual agreement with Contractor, request Contractor perform additional professional services for which Contractor is particularly qualified during the contract period. City shall request such services by written task order signed by the Executive Director, Finance. Such tasks shall not exceed \$25,000 per fiscal year, and be based upon a mutually agreed upon hourly rate or rate per task performed.

II. COMPENSATION

A. For the above described services, the City will compensate the Audit Firm as follows:

\$195,000 For 2023

\$205,000 For 2024

\$216,000 For 2025

B. The City has the option to extend the contract for an additional two years for the fiscal years ending September 30, 2026 and 2027, at the cost as follows:

\$227,000 For 2026

\$238,000 For 2027

III. TERM OF AGREEMENT

The term of this Agreement shall commence October 1, 2023 if approved by the City Council of the City of Mobile and shall continue thereafter for a total of three fiscal years, renewable for an additional two fiscal years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

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

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefor.

- D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.
- E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.
- F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.
- G. Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 which provides that no person will be excluded from participation in, or be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs. Contractor agrees it shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities
- H. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the negligent performance or intentional misconduct of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto,

Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

Donna G. Bryars, Comptroller
City of Mobile Accounting Department
P O Box 1827
Mobile, AL 36633-1827

Copy to: City Attorney
City of Mobile Legal Department
P O Box 1827
Mobile, AL 36633-1827

And to Contractor at:

Smith, Dukes & Buckalew, LLP
3800 Airport Blvd.
Suite 101
Mobile, AL 36608

- K. This Agreement, along with the engagement letter, which is attached hereto and is incorporated by reference herein as part hereof, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.
- L. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.
- M. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

- N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.
- O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.
- P. The Contractor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting program.
- Q. 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.
- R. 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
- S. For the term of this Agreement, 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 Exhibit B 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.
 - (3) Or, (in lieu of (1) and (2) above), 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 Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Mayor

ATTEST:

City Clerk

SMITH, DUKES & BUCKALEW, LLP

By: Mark R. Chapman
Its PARTNER

**STATE OF ALABAMA
COUNTY OF MOBILE**

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Mark Chapman, whose name as Partner, of **SMITH, DUKES & BUCKALEW, LLP**, is signed to the foregoing Professional Services Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Professional Services 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 and seal this the 16th day of August, 2023.

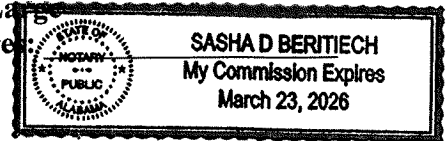
(SEAL)

Sasha D. Beritech

Notary Public

State of Alabama-At-Large

My Commission Expires:



EXHIBITS A. City of Mobile RFP and Contractor Response
 B. Contractor Insurance

Exhibit A

COM RFP 5819 and Contractor Response



CITY OF MOBILE, ALABAMA

REQUEST FOR PROPOSALS (RFP) 5819

FOR

AUDIT SERVICES

FISCAL YEARS ENDING

SEPTEMBER 30, 2023, 2024, 2025, 2026 AND 2027

I. INTRODUCTION

A. General Information

1. The City of Mobile, Alabama (City) is requesting proposals from qualified firms of certified public accountants to audit its financial statements, and provide other professional financial services, for the fiscal years ending September 30, 2023, 2024, 2025, with options to renew for fiscal years ending September 30, 2026 and 2027. **This RFP amends and replaces previous City of Mobile RFP 5812 due to personnel changes and amended requirements.**

2. The audits are to be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth in the U.S Government Accountability Office's (GAO) *Government Auditing Standards*. The City publishes its financial statements in the form of a Annual Comprehensive Financial Report (ACFR) and is subject to all applicable standards of the Governmental Accounting Standards Board.

3. The City will not reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

4. To be considered, one original paper copy, three paper copies, and one electronic (flash drive or CD) of the proposal must be received by the City of Mobile Comptroller by no later than 4:00 p.m. local time on Friday, July 14, 2023:

Hand delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES
City of Mobile Accounting Department
Attn: Donna Bryars, Comptroller
Celia Sapp, Interim Director of Finance
205 Government Street
4th Floor, South Tower
Mobile, AL 36644
DO NOT OPEN WITH REGULAR MAIL

Mail delivery:

CITY OF MOBILE RFP 5819, AUDIT SERVICES
City of Mobile Accounting Department
Attn: Donna Bryars Comptroller



Celia Sapp, Interim Director of Finance
P.O. Box 1827
Mobile, AL 36633
DO NOT OPEN WITH REGULAR MAIL

5. Proposers are to use their best judgment in interpreting the City's requirements and drafting a responsive proposal. Absent error or misstatement in this RFP, the City does not expect to provide additional detail or clarification regarding the City's requirements or background information in response to questions. That said, questions regarding this Request for Proposals (RFP) must be in writing via email to Purchasing@CityofMobile.org and received by 4:00 p.m. local, Friday, June 30, 2023. The City may in its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible for monitoring this site for any potential addenda the City may post.

6. The City reserves the right to reject any or all proposals submitted.

7. During the evaluation process, the City reserves the right, where it may serve its best interest, to request additional information or clarifications from proposers or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

8. The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the written contract between the City and the firm selected. To the extent any term in the engagement letter conflicts with or is inconsistent with a term in the written contract, the term in the contract will govern.

9. The City anticipates notification of the highest scoring firm by Monday, July 24, 2023, with contract award by August 17, 2023.

B. Term of Engagement: A three-year contract will be awarded, subject to annual renewal and recommendation of the Comptroller. The City reserves the right to cancel the contract during the three-year period for non-compliance or other cause. The City has the option to execute two additional one-year contracts with the firm, based on information in the original proposal, for the purpose of auditing fiscal years ending September 30, 2026 and 2027.

C. Subcontracting: Should any firm submitting a proposal consider subcontracting portions of the engagement, that fact must be clearly identified in the proposal along with the name of proposed subcontracting firms and clear explanation of expected use of subcontractors in the project. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the City.

II. ACCOUNTING SYSTEM AND FUNDS



A. Detailed information on the City and its fund structure can be found in the most recent Annual Comprehensive Financial Report (ACFR) available on the City's website (www.cityofmobile.org).

B. The City currently (fiscal year 2023) has a general fund expenditure & transfer budget of approximately \$298 million and a Capital Improvement Fund expenditures budget of approximately \$38.7 million. The accounting system is organized and operated on a fund basis. The accounting records for the General, Special Revenue, Capital Projects, and Debt Service funds are maintained using the modified accrual method of accounting. The accounting records for the Proprietary funds are maintained using the accrual method.

C. The City has currently identified three component units and has included such component units as part of the reporting entity in its ACFR.

D. The City also maintains account groups to establish accounting control and accountability for the City's general capital assets and infrastructure and the unmatured principal of its general long-term debt.

E. The budgeted revenue and appropriations are determined by using the basis of accounting that is appropriate for the fund involved. The budgeted amounts are those approved by the City Council, the General Fund budget being officially and legally adopted after a public hearing. Encumbrance accounting is employed as an extension of formal budgetary integration and is incorporated into the financial statements.

F. The City processed approximately 72,000 payroll direct deposit disbursements and approximately 55,000 accounts payable invoices (check, EFT, ACH, and credit cards) during the 2022 fiscal year.

G. All financial systems of the City are computerized utilizing Tyler Munis financial software. Reconciliation of balance sheet accounts, subsystems, and interfund transactions are performed monthly.

H. A federally required Single Audit will be needed and should be included in your proposal. The Single Audit is governed by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). For fiscal year 2021, there were five major programs and total federal expenditures were \$58,532,007.

III. NATURE OF SERVICES REQUIRED

A. Financial Statement Audit

1. The City expects the selected firm to issue an unmodified opinion on the basic financial statements as of and for the year ended September 30th. If during the performance of the audit, the auditing firm concludes an unmodified opinion cannot be issued, the auditing firm must



promptly notify the Mayor and the Executive Director of Finance in writing, stating all such matters which preclude the issuance of an unmodified opinion.

2. Year-end closing of Accounts Payable will normally be completed by the last business day of October of the following fiscal year. Within fifteen business days of closing accounts payable, a trial balance will be submitted to the audit firm and City staff will begin preparing the Annual Comprehensive Financial Report (ACFR) based on the trial balance submitted to the audit firm.

3. By no later than the 21st of February of the following fiscal year, the City plans to have its financial staff prepare and submit to the audit firm an initial draft ACFR, copies of adjusting journal entries, and the adjusted trial balance to be audited.

4. Optional tasking: The City in its discretion may task the audit firm to prepare the ACFR instead of having City financial staff prepare the ACFR. The City would make any such decision and tasking in consultation with the audit firm when the City submits the end-of-year trial balance to the audit firm. The City's decision to task the audit firm with preparation of the ACFR will depend upon City staffing and capacity, audit firm expertise and capacity, and audit firm pricing.

5. Additional optional tasking: The City may task the audit firm with additional work, outside of the audits and reports described specifically in this RFP, relevant to the firm's expertise and availability and City's needs. This work may include assistance in the preparation of a federal tax return should the City seek elective payment for clean energy investment and production tax credits in accordance with the Inflation Reduction Act and IRS proposed regulations at 88 CFR 40528.

B. Auditing Standards to be Followed. The audit shall be made in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants. The audit shall also be made in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States; Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and, will accordingly, include such tests of the accounting records and such other auditing standards as you consider necessary in the circumstances.

C. Reports

1. The auditor shall work with the City to ensure the ACFR complies with GASB pronouncements and meets the requirements of the Government Finance Officers Association *Certificate of Achievement for Excellence in Financial Reporting* program.

2. The City also expects the selected firm to advise the City and act upon any newly issued accounting standards promulgated by the GASB and disclosure requirements that apply to the financial statements.



3. The selected audit firm will be expected to complete fieldwork and deliver any final proposed adjustments to the City by March 14th of the following fiscal year. The final audit report is expected to be completed and submitted to the City no later than March 21st.
4. The selected audit firm will evaluate the adequacy of the system of internal control and, where weaknesses are noted, make appropriate recommendations. A letter of recommendation will be submitted to the Mayor after completion of the audit and provide, as necessary, advice and counsel on matters having a significant effect on the financial operations of the City.

D. Single Audit

1. Due to the amount of federal and state grants, a Single Audit is required, and the Single Audit report is to be prepared separately from the ACFR and should include the applicable reports on compliance and internal control as required by Title 2 U.S. Code of Federal Regulations Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”).
2. The Schedule of Expenditures of Federal Awards (SEFA) will be prepared by the City and submitted to the firm for audit no later than February 21st of the following fiscal year.
3. An electronic copy of the final report must be submitted to the City by March 21st of the following fiscal year. Twenty printed copies of the report must then be submitted to the City by April 15th.

E. Assistance

1. The Finance Department will provide the physical facilities needed for the audit engagement in Government Plaza. All financial records needed for the audit are housed and will be available at this location, except for the records related to the Civic Center, Convention Center, and Saenger Theater which are managed by ASM Global management personnel.
2. Several departments will be available to assist during the audit when needed: Accounting, Municipal Information Technology, Payroll, Finance, Legal, City Clerk, and Revenue. The Accounting Department will provide various reports such as reconciliations, work papers, payrolls, audit trails, monthly and annual financial data, capital project report, and fixed asset listings and transaction reports.

F. Other Considerations

1. The selected firm must have a current City of Mobile business license.
2. The selected firm must be an Equal Opportunity Employer.
3. The firm will be required to enter into a contract with the City that will require indemnification of the City, minimum insurance amounts in favor of the City, as well as additional terms required by State and local law.



4. Preliminary field work may begin after the award of the contract but due to budgetary constraints, no invoices should be submitted before October 1, 2023.
5. All audit adjustments must be approved by the Comptroller.
6. Working papers must be retained for at least three years. Further, the working papers must be made available for examination by authorized representatives of the cognizant Federal audit agency of the City of Mobile.
7. The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review the working papers relating to matters of continuing accounting significance.

G. Invoicing and Payment.

1. City will pay the audit firm only the total amount for each of the tasks: General Audit, Single Audit, and, if tasked, ACFR Preparation.
2. The City will make regular progress payments at agreed upon intervals towards the cap amount based on hours of work completed and out-of-pocket expenses incurred towards completion of the task, and audit firm submission of invoices. Invoices will reflect unit pricing will be in accordance with the firm's cost proposal and must additionally reflect measurable accomplishment towards the completion of the relevant task.
3. The City may request additional tasking outside of the scope of the predefined tasks. In such case, the audit firm will invoice and City will pay at intervals agreed upon at the time of the tasking. All invoices will reflect unit pricing and work accomplished towards completion of the task.

IV. PROPOSAL REQUIREMENTS

A. Submission of Proposals: **Proposals must be received by 4:00 p.m. local on Friday, July 14, 2023, for a proposing firm to be considered.** Late submissions will not be considered. Questions regarding this RFP must be in writing via email to Purchasing@CityofMobile.org and must be received by 4:00 p.m. local on Friday, June 30, 2023. The City may at its sole discretion reply or not reply to any questions or issue an Addendum to this RFP responsive to questions received. This RFP and any addenda may be found at www.CityofMobile.org/bids. Proposers are responsible to monitor this site for any potential addenda the City may post.

B. Format: Provide one signed original, three duplicate paper copies, and one electronic copy on flash drive or CD.

C. Content: The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the firm seeking to undertake the independent audit of the City. The proposal should demonstrate the qualifications of the firm and particular staff assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements. As



such, the substance of the proposal will carry more weight than the form or manner of presentation, though order and required elements of presentation are specified below to facilitate City review and scoring. Proposals must include the following information in the order listed below:

1. Title Page to include:

- a. Firm Name
- b. Contact person name and contact information
- c. Date of proposal

2. Table of Contents

3. Transmittal Letter to include:

- a. A brief introduction to the firm.
- b. A brief understanding of the work to be completed.
- c. A statement that the proposal is a firm and irrevocable offer for a minimum of 60 days.

4. Firm Assertions, Qualifications, and Experience to include:

- a. General assertions.
 - (1) List any potential conflicts of interest or independence problems that would exist when providing services to the City.
 - (2) Include an affirmative statement that the firm is an Equal Opportunity Employer
 - (3) Include an affirmative statement that the firm and all key professional staff are properly licensed or registered to practice in the State of Alabama.
 - (4) Include an affirmative statement that the firm has a current City of Mobile business license.
 - (5) Include an affirmative statement that the firm is willing to enter into a contract with the City, with required insurance and indemnification provisions.
- b. Firm Qualifications and Experience



- (1) The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the location(s), number, and involvement level of staff not located in the primary office from which work would be performed, the number of professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be so employed on a part-time basis.
 - (2) Describe the range of activities performed by your firm such as auditing, accounting, tax service, or management services.
 - (3) Submit a copy of the report of the firm's most recent external quality control review, with a statement on whether that quality control review included review of specific government engagements.
 - (4) Disclose the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.
 - (5) Describe the procedures that would be followed in the technical review of audit reports prior to their issuance by qualified personnel independent of the audit engagement personnel and inclusion of these procedures in the audit approach.
 - (6) Experience with Similar Government Entities. Identify the firm's current county and municipal auditing engagements and indicate which clients have been served within the last five years. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partner, total hours, if GFOA Certificate of Achievement for Excellence in Financial Reporting was awarded, and the name and telephone number of the principal client contact.
 - (7) Experience with the Title 2 U.S. Code of Federal Regulations Part 200 federally required Single Audit of federal awards. Describe the experience and knowledge which your firm has in performing federally required Single Audits.
 - (8) Preparation of ACFRs and Municipal Tax Returns. Describe any experience the firm has in the preparation of ACFRs, especially noting any municipal experience. Briefly describe how the firm might approach the preparation of a municipal federal tax return and pre-filing registration.
- c. Partner, Supervisory, and Staff Qualifications and Experience
- (1) Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant in Alabama. Provide



information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of these audits.

(2) Provide as much information as possible regarding the number, qualification, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. (Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.)

(3) Describe the roles of other staff who would be assigned including a brief description of their professional and governmental auditing experience. Any audit team changes must be made with personnel having comparable or better credentials to those listed in your proposal. (Consultants and firm specialists mentioned in response to this request for proposal can only be changed with the express prior written permission of the City, which retains the right to approve or reject replacements.)

5. Specific Audit Approach: Describe the firm's work plan, including an explanation of the audit methodology to be followed, to perform the services outlined in the "Nature of Services Required" section of this document. In developing that work plan, reference should be made to such sources of information as the City's budget, ACFR, organizational charts, and other relevant information which can be found on the City's website. Include in the work plan the following information on the firm's audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.
- c. Type and extent of analytical procedures to be used in the engagement
- d. Approach to be taken to gain and document an understanding of the City's internal control structure.
- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- f. How the firm proposes to use City personnel to assist during the audit and indicate the approximate time requirement.



g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.

h. Whether and how the firm would prepare an ACFR if so tasked.

i. Additional information that will assist the City in evaluating the firm's specific audit approach.

6. Identification of Anticipated or Potential Audit Problems: Identify and describe any anticipated audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

7. Cost Proposal. Complete and submit Table 1 and 2 of Exhibit A (or a facsimile with the same information) with the firm's proposal. The City will use the fees included in these tables to evaluate comparative pricing, and to include in contract documents to support progress invoicing and payments and to budget potential additional tasking outside of the defined scope of work.

a. Table 1, Summary Schedule. Quote the fee for audit services for each of the proposed five fiscal years individually, broken down by tasking for the Financial Audit, the Single Audit, and the optional ACFR preparation. The total for each year should be an all-inclusive maximum price including all direct, indirect, and out-of-pocket costs for all of that fiscal year's three potential defined taskings.

b. Table 2, Rates by Partner, Manager, and Staff Level and the hours anticipated for each. Include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A) that supports the total all-inclusive maximum price for the first year of engagement. These amounts will be used to document invoicing for both pre-defined and any additional optional tasks.

c. Table 2, Out-of-pocket expenses included in the maximum price. All estimated out-of-pocket expenses to be reimbursed should be presented in the format provided in the attachment. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. Additional expense reimbursements may be made at comparable rates for any additional optional tasks.

d. Rates for additional professional services. It may become necessary for the City to request the auditor to render additional services to either supplement the services requested in this RFP or to perform additional work because of the specific recommendations included in any report listed on this engagement. Any such additional work agreed to shall be performed at the rates set forth in the schedule of fees and expenses included in the cost proposal of this RFP, upon receipt of a detailed price quote for any such work tasked and specific City approval of the quote.

8. Additional Information. Provide any other information which you believe will assist the City in making its selection.



V. EVALUATION AND SELECTION.

A. Proposals submitted will be evaluated by a points formula. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal was selected.

B. Proposals will be evaluated using three sets of criteria. Firms meeting the mandatory elements will have their proposals evaluated and scored for both technical qualifications and price.

C. Mandatory Elements. Firms must meet the following minimum requirements, and assert in the proposal that they will comply with the below requirements, for further scoring.

1. The firm must be independent.
2. The firm must be licensed to practice in Alabama.
3. The firm must adhere to the instruction in this request for proposal on preparing and submitting the proposal and provide the information required.
4. The firm must be an Equal Opportunity Employer and shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance 14-030.
5. The firm will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the contract and shall be responsible for all damages resulting therefrom.
6. The firm must not currently be engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
7. The firm must have and maintain a City of Mobile business license. The firm will also be required to register as a vendor with the City of Mobile before beginning contract performance.
8. The firm will indemnify and hold the City, its elected officials, 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 its negligent or intentional misconduct in the performance of this proposal and/or the activities of the firm, its principals, directors, agents, servants and employees in the performance of this proposal, 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 the firm's negligent or intentional misconduct in the performance of this proposal or any activities conducted pursuant thereto, the firm agrees to pay all of the 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.



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

a. General Liability Insurance – public liability including premises, products, and complete operations.

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

(2) Property damage liability: \$100,000 each occurrence.

(3) Or, (in lieu of (1) and (2) above), Bodily injury and property damage combined: \$500,000 per occurrence

b. Comprehensive – Auto 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

c. Statutory Workers Compensation.

d. Professional liability: \$1,000,000.

10. The firm must have completed and submit with their proposal a recent external quality control review, and must have a record of quality audit work of local governments.

D. Scoring Categories and Weighting.

1. Technical Quality, Experience, and Professional Services Resources (**Maximum Points – 75**)

a. Expertise and Experience (**25 points**): client references, experience from performing relevant engagements with similar sized entities, service quality from past engagements with the City of Mobile would all be considered.

b. Relevant ability to responsively address service needs and problems that could conceivably develop during the audit process including approach and ability to prepare the ACFR within needed timeframes (**25 points**)

c. Qualifications and continuity of personnel assigned to engagement (**10 points**)

d. Audit approach (**15 points**): ability to perform the engagement in a manner that meets the needs of the City including demonstrated ability to meet needed deadlines.

2. Price (**Maximum Points – 18**) **COST WILL NOT BE THE PRIMARY FACTOR IN SELECTING AN AUDIT FIRM.**



3. Local Vendor Preference (**7 points**). Demonstrating understanding of City of Mobile issues as well as maximum availability and responsiveness to the needs of the City is a key factor in our consideration. Firms whose primary office from which the work on this engagement is to be performed is located in the City of Mobile limits will have seven points added to their proposal score. Firms whose primary office from which the work on this engagement is to be performed is located in Mobile County or Baldwin County will have four points added to their proposal score.

E. Final Selection.

1. The City will score the proposals based upon staff evaluations and client recommendations. Final award will be made upon City Council approval and Mayor signature of a contract with the selected firm.
2. No work may begin, nor costs incurred until the contract has been approved by the City Council and executed by all parties.



APPENDIX A

Table 1

Summary Schedule of Professional Fees and Expenses

Audit	2022-23	2023-24	2024-25	2025-26	2026-27
Financial Audit	\$	\$	\$	\$	\$
Single Audit	\$	\$	\$	\$	\$
ACFR Preparation	\$	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$

NOTE: The rate quoted should be the all-inclusive maximum price in dollars and should include all direct, indirect, and out-of-pocket costs.

Additional Comments:



APPENDIX A

Table 2

Detail Schedule of Professional Fees and Expenses For Fiscal Year 2022-23 Only

Financial Audit:	Hourly Rate	Total Hours	Total \$
Partners	\$		\$
Managers			
Supervisory Staff			
Professional Staff			
Clerical Staff			
Other (Specify)			
SUBTOTAL	\$		\$
Meals & Lodging			
Transportation			
Report preparation, word processing, and printing			
Other (Specify)			
TOTAL	\$		\$

Single Audit:	Hourly Rate	Total Hours	Total \$
Partners	\$		\$
Managers			
Supervisory Staff			
Professional Staff			
Clerical Staff			
Other (Specify)			
SUBTOTAL	\$		\$
Meals & Lodging			
Transportation			
Report preparation, word processing, and printing			
Other (Specify)			
TOTAL	\$		\$

A PROPOSAL TO PROVIDE
ASSURANCE SERVICES TO THE

City of Mobile





3800 Airport Blvd. Suite 101
Mobile, Alabama
36608

Mark R. Chapman, CPA

Co-Engagement Partner

Phone: 251-343-1200

Direct Dial: 251-338-1437

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Email: mark@smithdukes.com

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Co-Engagement Partner

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July 13, 2023



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July 13, 2023

City of Mobile Accounting Department
Attention Donna Bryars, Comptroller
Celia Sapp, Interim Director of Finance
205 Government Street
4th Floor, South Tower
Mobile, AL 36644

Dear Donna and Celia:

Thank you for the opportunity to present our qualifications for services to the City of Mobile for the years ended September 30, 2023, 2024, 2025, 2026, and 2027. This letter describes the professional services that Smith, Dukes & Buckalew, LLP can offer to meet your needs.

Municipalities and local governments are an area of specialization for our firm, and we are well qualified to serve you. We are confident our credentials will match or exceed those of any other firm. Our commitment to understanding and appropriately servicing our clients' needs with a team of highly trained competent professionals is foremost with our firm.

We will serve the City of Mobile by providing quality service at a reasonable fee. We affirm that the attached proposal is firm and irrevocable for 60 days from the date of this letter.

Thank you again for the opportunity to submit our proposal. We believe that as you review this proposal you will find Smith, Dukes & Buckalew, LLP well qualified to provide you with the services you require. We look forward to working with you. If you have any questions concerning our fees or the scope of our work, please let us know.

Very truly yours,

Mark R. Chapman, CPA

Smith, Dukes & Buckalew LLP

Mobile: 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

Daphne: 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608



General Requirements

Smith, Dukes and Buckalew, LLP (Smith Dukes) possesses the qualifications, competence and capacity to provide the highest quality audit and consulting services to the City of Mobile.

The qualifications of the proposed engagement team are detailed on pages 9-13.

The audit approach is outlined on pages 14-17.

Independence

Not only do we have to ensure that Smith Dukes remains independent of our audit clients; we also have to ensure that we are perceived to be independent by any readers of your financial statements. We therefore have a number of safeguards in place to ensure this is the case.

As your assurance partners, it will be Mark Chapman and April Boudreaux's responsibility to authorize any non-audit services that we may be asked to provide to you. All of our colleagues are aware that they must obtain Mark or April's prior approval before undertaking such work on your behalf. Prior to accepting any non-audit engagement, we would discuss our potential appointment with you, explaining any threats to our independence and the safeguards we propose to minimize such threats to an acceptable level.

This ensures that both parties are totally confident that, by accepting such an appointment, our objectivity is not impaired. If any of our staff believe that they might be conflicted, there is a duty on them to make the circumstances known to the partners. Any staff with financial, business, or personal relationships with you will not be allowed to be part of the audit team.

The firm fully complies with the auditing profession's ethical standards on independence.

There are no conflicts of interest or independence problems that would exist when providing audit services to the City of Mobile.

Equal Opportunity Employer

Smith, Dukes and Buckalew, LLP is an equal opportunity employer.

License to Practice in the State Of Alabama

Smith, Dukes and Buckalew, LLP and all key professional staff members are properly licensed to practice in Alabama.

City of Mobile Business License

Smith, Dukes and Buckalew, LLP and all of the CPA's employed by the firm have a current City of Mobile business license.



Firm Qualifications and Experience

At **Smith Dukes**, we've been delivering **dynamic** solutions to drive the growth and prosperity of our clients and team members in the Mobile community for over 90 years. Our **proven** assurance, tax, and consulting specialists will guide you in making the best decisions needed to thrive in the ever-changing economic climate. In the end, what makes us **different** is the genuine interest we take in our clients' lives and businesses and the lasting relationships we forge.

Tested by time and focused on your future, Smith Dukes' solutions are **proven, dynamic and different**.

When you work with Smith Dukes, you'll notice we think differently. With a long-standing history of serving business, family and individual clients, we have the privilege of collaborating with our clients to develop dynamic solutions that help our clients grow and prosper.

We're different because we are:

- Specialists in government, non-profit, corporate and family business, healthcare and individual accounting, tax and consulting
- A unified team of committed, experienced professionals guided by our core values of professional integrity, excellence, quality, teamwork, client service, and personal responsibility
- Deeply involved in our community, having contributed to the City of Mobile's growth for more than 80 years
- A member of the BDO Alliance USA, providing our clients access to the extensive national and international resources of the nation's 7th largest CPA firm and its international network of CPA firms.

OUR AFFILIATIONS

Serving dynamic clients in an ever-changing market requires that we stay ahead of the latest trends and on top of the always-evolving technical standards and business best practices. Our affiliations with professional associations and community organizations allow us to stay in touch with the market and access a broad network of resources and tools to help our clients grow. Some of our affiliations include:

- American Institute of Certified Public Accountants (AICPA)
- Alabama Society of CPAs (ASCPA)
- BDO Alliance USA
- Mobile Chapter of the Alabama Society of Certified Public Accountants (MCASCPA)
- Mobile Area Chamber of Commerce (MACC)
- Eastern Shore Chamber of Commerce
- National Association of Estate Planners & Councils (NAEPC)
- Mississippi Society of Certified Public Accountants (MSCPA)



MORE ABOUT BDO

Smith Dukes is an independent member of the BDO Alliance USA, which is a nationwide association of independently owned local and regional accounting, consulting and service firms with aligned client service values. The BDO Seidman Alliance allows us access to a broad range of technical experts and professional services to supplement our core accounting, tax, and consulting services. Aligning with BDO USA enables us to conduct business on a global scale.

BDO USA is a leading national professional services firm providing assurance, tax, financial advisory, and consulting services to private and publicly traded businesses. For more than 100 years, BDO has provided quality service and leadership through the hands-on involvement of experienced and dedicated professionals.

OUR VALUES

At Smith Dukes, we believe that our organizational values and culture inspire the quality of our service, the depth of our relationships, and degree of our overall success.

Our leaders guide our firm with a commitment to come together every day, striving for **excellence**, focused on **quality** and **teamwork**, and committed to make the most significant difference possible and deliver genuine **client satisfaction** for our clients.

We approach our work with the highest level of **professional integrity** and take **responsibility** for delivering dynamic, proven solutions that exceed our clients' needs and improve their lives and businesses.

OUR HISTORY

At Smith Dukes, we trace our roots to the firm of Rosson & Smith in the early 1900's. When Alabama passed its first Certified Public Accountancy (CPA) law in 1919, Mr. George T. Rosson was awarded Certificate No. 1 and Mr. Walter K. Smith was awarded Certificate No. 3. Smith, Dukes & Buckalew, or Smith Dukes, was formed out of Rosson & Smith on October 31, 1933 by Alabama CPA professional pioneer Walter K. Smith and his partners Fred L. Smith, Gilbert F. Dukes, and Vardaman M. Buckalew.

Today, we've grown to be one of the oldest and largest independently owned CPA firms in Mobile. **While we enjoy the benefits of our rich 90-year history in the community, we spend our time looking to the future rather than relying on the accomplishments of our past.** Keeping current with both local and global trends affecting our clients and our people, we develop innovative, forward-thinking solutions to ensure the growth and prosperity of our clients, team members, and community.



WHO WE SERVE

At Smith Dukes, we serve a diverse community of clients who share our values and are committed to grow and prosper. Our clients include:

- Governmental entities
- Non-profit organizations
- Corporate and family businesses
- Healthcare Providers
- Families and Individuals
- CPA Firms

OUR STATS

- 2 Offices
- 8 Partners
- 52 Employees
- 23 CPA's
- 17 Governmental Audit Staff

OFFICE LOCATIONS

Smith Dukes has offices in Mobile and Daphne, Alabama. The City of Mobile audit engagement will be performed by professionals from our Mobile office.



Mobile

3800 Airport Blvd. Suite 101
Mobile, AL 36608
Phone 251-343-1200
Fax 251-344-0966



ENGAGEMENT STAFFING

Smith Dukes anticipates assigning four government audit staff professionals to the City of Mobile engagement on a full-time basis. We do not anticipate employing any part-time or temporary employees to perform the City of Mobile audit.

RANGE OF ACTIVITIES

Our practice is made up of the following types of engagements:

- Assurance (Audits, Review, and Compilations)
- Client accounting and bookkeeping
- Tax compliance and consulting
- Management advisory services
- IT support and consulting

Our audit engagements have varied from rendering opinions on financial statements for local government entities and not-for profit organizations to highly specialized industries to small closely-held corporations.

PEER REVIEW

Our last peer review for compliance year ending March 31, 2020, which included selected governmental audit engagements, resulted in a pass rating (highest possible rating) stating that we had an appropriately designed system of quality control and that we have complied with that system (See Appendix A).

NO DISCIPLINARY ACTIONS

There have been no disciplinary actions taken or pending against Smith Dukes during the last three years by state regulatory bodies or professional organizations.

TECHNICAL REVIEW PROCEDURES

Once the audit has been completed but before delivery to the City, the City's ACFR, each of our reports to those charged with governance will be reviewed, along with our workpapers, by one of the firm's independent partners with governmental/municipal audit industry specialization, who has not participated in any of the work performed on the engagement and, therefore, will not be biased or aware of judgments or decisions that will have been made during the audit.

The technical reviewer's function will be to read the report as an independent party, but with the availability of workpapers, in order to determine the completeness with which the engagement was performed. Their review of the workpapers will determine whether judgments made by others are reasonable in relation to the supporting data and to generally accepted accounting principles, auditing standards, and firm policy.



Mark R. Chapman and Kerry L. Weatherford have over seventy years of combined relevant experience and have been partner in charge on municipal engagements that received the GFOA Certification for Excellence in Financial Reporting. One of these partners will be responsible for the technical review.

Governmental Audit Experience

Smith Dukes has a large and diverse government and non-profit audit practice. See Appendix C for a listing of selected clients.

Single Audit Experience

Smith Dukes has performed numerous engagements in accordance with the provisions of the Uniform Guidance as described in Appendix C.

Partner, Supervisory, and Staff Qualifications and Experience

We invest significant resources in recruiting and training high quality professional staff. With seventeen governmentally qualified professionals, we are well-positioned to ensure that your engagement will be staffed with individuals possessing significant governmental audit experience and training. We will make every effort to provide staff continuity throughout the term of the engagement.

PROPOSED ENGAGEMENT TEAM

At Smith Dukes, we've cultivated a team of hard-working, caring, and creative professionals. With deep technical expertise in audit, accounting and tax, and broad business backgrounds, our people deliver dynamic, proven solutions to our clients. Our proposed team to conduct the audit includes:



April Boudreaux, CPA
Co-Engagement Partner
april@smithdukes.com
Direct: 251-338-1434



Since joining the firm in 1989, April has extensive experience in accounting and auditing for governmental and not-for-profit entities, small businesses, engineering and architectural firms, medical practices, restaurants, franchisees and franchisors, employee benefit plans, and corporate, partnership, and individual taxation.

April is a graduate of Spring Hill College and is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accounts (ASCPA), where she has served on the executive committee for the Mobile Chapter and has served as chair of the Peer Review Committee. She currently serves as a member of the AICPA Peer Review Board as a member of its Oversight Task Force.

Her community involvement includes the Junior League of Mobile, for which she has served on the board of directors as financial vice president, treasurer, and planning and research vice president. She has also served as president and treasurer for the board of directors of the Ronald McDonald House of Mobile and was chairman of the 2011 Providence Hospital Foundation Festival of Flowers. She is active in other community organizations including Bay Area Tennis Association (past president) and St. Paul's Episcopal School's parent council where she has served as Saints Night Out Auction Chair and Graduation Sensation Chair. She is a graduate of the Leadership Mobile Class of 2002.

April is licensed as a CPA in the state of Alabama holding certificate number 4911, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



Mark Chapman, CPA
Co-Engagement Partner
mark@smithdukes.com
Direct: 251-338-1437



Since joining the firm in 1992, Mark has served various entities and organizations in accounting, auditing and tax related matters. He currently serves as partner-in-charge for many of the firm's local government clients. Mark also has experience with employee benefit plans, real estate, construction, and health care.

Mark is a graduate of the University of Alabama, a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA). He has served on the executive committee and the Young CPA committee of the Mobile Chapter of the Alabama Society of Certified Public Accountants and the Professional Advisory Board at the University of Alabama's Culverhouse School of Accountancy.

Mark is a past president of the Mobile Touchdown Club and serves as treasurer of two local non-profit organizations. He is also an active member of the Senior Bowl Committee. Mark and his family are parishioners of St. Ignatius Catholic Church.

Mark is licensed as a CPA in the state of Alabama holding certificate number 6133, and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Relevant continuing professional education is summarized in Appendix B.



Kerry L. Weatherford, CPA
Technical Review Partner
kerry@smithdukes.com
Office: 251-343-1200



Since joining the firm in 1976, Kerry has served various business and individuals in accounting and tax matters. He specializes in governmental and non-profit organizations and has done extensive work in the areas of banking and manufacturing. Kerry's present responsibilities include planning and reviewing the firm's accounting and auditing engagements to ensure quality and service. He also provides peer review services for other accounting firms.

Kerry was admitted to the partnership in 1985. He is a graduate of the University of Florida, a Certified Public Accountant (CPA) in Alabama and Florida and member of the American Institute of Certified Public Accountants (AICPA). He has served as chairman of the Mobile Chapter of the Alabama Society of Certified Public Accountants (ASCPA) and currently serves on the peer review committee for the Society. He has served as a member of the AICPA's SECPS Peer Review Committee and Peer Review Board.

Kerry is licensed as a CPA in the state of Alabama holding certificate number 1546 and has served as either partner in charge or technical reviewer for numerous governmental and not-for-profit entities as detailed in Appendix C.

Kerry is a member of Dayspring Baptist Church and other civic and professional organizations.



Evan C. Cox, CPA
Assurance Manager
evan@smithdukes.com
Direct: 251-338-1458



Evan started his career at the firm in 2016. After graduating Summa Cum Laude from Auburn University with his Bachelor's in accounting in 2015, he received his Master of Accountancy in 2016. Evan is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

He serves as a member of the Mobile Tree Commission and is the treasurer of Groundwork Mobile County, a local non-profit. He is also a member of the Advisory Council of the Mobile Chapter of the ASCPA. Evan and his family are parishioners of St. Pius X Catholic Church. In his free time, Evan enjoys traveling and spending time with his wife and their children.

Evan is licensed as a CPA in the state of Alabama holding certificate number 12913, and has extensive experience as manager in charge of many of the firm's audit and attest engagements.

Relevant continuing professional education is summarized in Appendix B.



Taylor H. Loaiza
Assurance Senior
taylor@smithdukes.com
Direct: 251-281-1707



Taylor joined Smith Dukes in 2019 as a Staff Accountant. Originally from Troy, Alabama, she received her Bachelors of Science in Accounting in 2019 from the University of South Alabama. She is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama Society of Certified Public Accountants (ASCPA).

Taylor passed the CPA exam in 2023, and has served as the Senior Assurance accountant on numerous audit engagements, including governmental, not-for-profit, and Single Audits as detailed in Appendix C.

In her spare time, she likes to paddleboard, crochet, and spend time with friends and family.

Relevant continuing professional education is summarized in Appendix B.



Effective Audit Approach

HIGH QUALITY, RISK FOCUSED AUDIT

Smith Dukes employs a sophisticated audit methodology that will enable our engagement team to conduct a high quality, risk-based audit with maximum efficiency and minimal disruption to your operations and people. While all financial statement audits are required to comply with applicable auditing standards, audit firms use different methodologies to meet those standards, and the methodology used can have a significant effect on the quality and efficiency of the service provided.

COORDINATED APPROACH

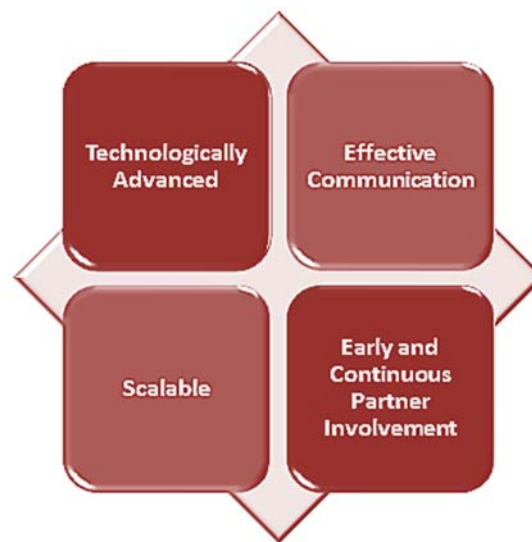
- We will place significant emphasis on close coordination with management and those responsible for oversight of the audit to gain a meaningful understanding of management's own risk assessments and procedures in place to address those risks in order to make our own work as efficient and effective as possible.
- We will gather sufficient information on the market and key business/audit risks to enable us to design appropriate audit procedures, and conduct the audit in the most efficient manner and within the agreed time frame and budget. Information gathering will also include a client participation schedule with an agreed-upon timetable for provision of information and year end planning meetings.
- We will promote clear and timely communication of issues to avoid last minute surprises and to facilitate smooth and timely reporting.
- We also seek to provide feedback to management in ways that internal controls can be improved as early as possible, to help management in performing its responsibilities to maintain effective controls, and leverage any changes made by management early in our audit process.



Efficient Service Methodology

ROBUST AND INDEPENDENT

Designing an efficient and effective integrated audit is dependent on an early and accurate risk assessment. Our approach focuses on significant hands-on involvement of our most experienced professionals to promote a comprehensive understanding of the relevant financial statement and control risks. Further, our methodology incorporates a unique risk-based framework to help our engagement team focus more audit effort in higher risk areas and less audit effort in the lower risk areas. In addition, Smith Dukes ensures full compliance with auditing standards and represents a robust, independent assessment of the financial statements.



WHY OUR APPROACH IS DISTINCTIVE

- **Technologically advanced.** Smith Dukes commits substantial resources each year to update and improve our audit methodology to equip your engagement team with the latest technology possible. For example, our audit methodology employs sophisticated software and our audit work papers are fully networked and encrypted. This allows multi-location engagement teams to collaborate in real time while maintaining our high standards of security and confidentiality of your data.
- **Effective communication.** Effective listening and regular, proactive two-way communication throughout our audit process is an essential cornerstone of our audit quality and superior client service. This focus on communication allows your audit team to gather information necessary to perform the audit and keep you up to date on the status of our services so you can provide timely input and evaluate whether our services meet your high expectations.



- **Scalable.** Every organization we audit is unique, and obtaining a strong understanding of your organization is essential to tailoring our services to the City's unique risks and organization's needs, and avoiding a "one size fits all" approach. Our audit methodology has been specifically designed to be flexible and scalable so that your engagement team can incorporate its understanding of your organization into the audit approach to appropriately size our efforts to your operations. In developing our work plan, we will refer to the City's ACFR, organizational charts, and other relevant information.
- **Early and Continuous Partner Involvement.** Our professional staff-to-partner ratio is lower than our larger competitors, enabling more time for partners to be actively involved in the audit. Your audit partner has considerable business and audit experience, and we believe the engagement partner should be actively involved throughout the audit process in a hands-on manner. Our audit methodology has been specifically designed to facilitate this level of partner involvement.

The following items address the requirements as outlined in the Request for Proposal related to our specific audit approach:

- a. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
 - See Appendix E for this information
- b. The extent and methodology for sampling techniques that is to be used in the financial statement and Single Audit engagement.
 - We do not anticipate using statistical sampling. We will however use non-statistical sampling during testing of controls, substantive testing and Single Audit testing.
- c. Type and extent of analytical procedures to be used in the engagement.
 - We will use analytics during the planning stage of the audit as well as during substantive testing. The specific types of analytics to be used will be determined after we conduct our risk assessments.
- d. Approach to be taken to gain and document an understanding of the City's internal control structure.
 - We will use a comprehensive approach during the planning phase to gain an understanding and document the relevant internal controls of the City. This will include interviews with management and others, walk-thru's to determine that controls have been put in place and are functioning properly, and other procedures which will be determined by our final risk assessments.



- e. Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - We are required by professional standards to audit those laws and regulations that are material to the financial statements and subject to testing. The primary area for testing laws and regulations will be the Single Audit.
- f. How the firm proposes to use City personnel to assist you during the audit and indicate the approximate time requirement.
 - We would ask the City to provide the assistance as outlined in the Request for Proposal and adhere to established timelines as close as possible. We will also provide the Comptroller with a PBC listing well in advance of items we will need for the audit. We would like all of the information to be in electronic form if possible. We will limit our requests to those items that are absolutely necessary and will respect the time of all City employees.
- g. How the firm will assist City personnel in pursuance of the GFOA Certificate of Achievement for Excellence in Financial Reporting.
 - We have assisted 3 municipalities in obtaining the GFOA Certificate of Achievement for Excellence in Financial Reporting. Those municipalities are Mobile Area Water and Sewer System, City of Daphne, and City of Mobile.
- h. Whether and how the firm would prepare an ACFR if so tasked.
 - The firm would prefer that the City continue to prepare the ACFR.
- i. Additional information that will assist the City in evaluating the firm's specific audit approach.
 - We have also assisted in the implementation of GASB Statement No 63: *Financial Reporting of Deferred Outflows of Resources Inflows of Resources and Net Position*

Value For Fees

We are committed to quality, value-added service. We understand the importance of efficiencies and cost control and have specifically designed our audit methodology to provide your engagement team with the tools they need to perform high quality audit services in as cost effective manner as possible. (See Appendices D and E)

APPENDIX A

February 23, 2021

Timothy Smith
Smith Dukes & Buckalew LLP
3800 Airport Blvd Ste 101
Mobile, AL 36608-1600

Dear Timothy Smith:

It is my pleasure to notify you that on February 23, 2021, the Partners in Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



April Boudreaux
Peer Review Committee Chair
Peer.review@ascpa.org
334-834-7650

cc: Phillip Layne, April Boudreaux

Firm Number: 900010066270

Review Number: 576884

Report on the Firm's System of Quality Control

To the Members of Smith, Dukes & Buckalew, LLP
and the Alabama Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP (the firm) in effect for the year ended March 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and audits of employee benefit plans.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith, Dukes & Buckalew, LLP in effect for the year ended March 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith, Dukes & Buckalew, LLP received a peer review rating of *pass*.

Kelley Galloway Smith Goolsby, PSC
Ashland, Kentucky
December 31, 2020

APPENDIX B

Governmental Continuing Education Hours

CPE Year Ended 9-30-22	Mark Chapman	April Boudreaux	Kerry Weatherford	Evan Cox	Taylor Loaiza
Ethics for CPA's	X				
Surgent's Latest Developments in Government and NP Accounting	X				
The Head Start Program: COVID-19 Implications and Other Program Updates		X		X	
Engagements Under Government Auditing Standards	X	X			
Common Audit Deficiencies: Governmental Audits	X	X			
2022 YellowBook Update		X		X	
YellowBook 2018 Revision		X			
YellowBook Independence & Quality Control		X			
Major Audit Risks + PRF Awards Update			X	X	
Governmental Auditing Update: YellowBook & Uniform Guidance: What You Need to Know				X	X
Annual GASB Update				X	
Housing & Urban Development: An Auditing Introduction					X
Single Audit Quality: Focus on Designing and Performing Tests of Control & Compliance					X
Uniform Guidance Update					X
Peer Review Update Course			X		
Peer Review Conference 2022			X		
Technical Reviewer Training for Single Audits			X		
CPE Year Ended 9-30-21					
OMB Supplement Addendum and the Latest COVID-19 Single Audit Implications	X	X			X
Governmental Accounting and Auditing Update	X			X	X
GAQC Annual Update 2021	X	X	X	X	
2021 Compliance Supplement and Single Audit Update	X	X	X	X	
Uniform Guidance Revisions: What you Need to Know	X	X	X	X	
Single Audit Lightning Round-Insights on 2021 Compliance Supplement	X	X	X		
Government Auditing Standards Fundamentals	X	X	X		
State & Local Accounting - Navigating Component Units	X	X			
Part 1 - What is a Single Audit?	X	X	X		X
Part 2 - Major Program Determination	X		X		
Part 3 - Compliance Requirements and Internal Control Over Compliance	X	X		X	
Part 4 - Overview of Sampling and Single Audit Reporting Requirements	X	X			
An Audit Primer for Auditors of For-Profit Entities Receiving HHS Provider Relief Funds		X		X	X
Peer Review Conference 2021			X		
CPE Year Ended 9-30-20					
GAQC Required Annual Webcast	X				X
NonAudit Services Under GAS	X				
YellowBook - What You Need to Know	X	X		X	X
Independence Update	X				
GAQC - SLG Update	X				
OMB Compliance Supplement & Single Audit Update	X			X	X
Applying the Uniform Guidance in Your Single Audits	X	X			X
A&A Update & Covid Issues	X				
HUD Multifamily Update - Session 2		X			
Considering & Documenting Nonaudit Services Under YellowBook		X	X	X	X
GAQC Annual Update Webcast 2020		X		X	
State & Local Government Audit Planning Considerations		X	X	X	X
Peer Review Update - Engagements Under GAS		X			
YellowBook - Focus on Independence		X			
YellowBook & Single Audit Update		X		X	
Peer Review Conference 2020			X		
3rd Quarter A&A, COVID-19, NFP Issues & Compliance Supplement			X		

APPENDIX C

Smith Dukes References

Name	Contact Info	Hours	Engagement Management	Uniform Guidance Audit	GFOA Certificate	Most Recent Audit
Mobile Area Water & Sewer	Van Sheppard, Comptroller 251.694.3158	400	Mark Chapman April Boudreaux Miya Barnes	Yes	Yes	12/31/2022
Town of Pine Hill	Roberta Jordan, Mayor 334.963.4900	220	April Boudreaux Taylor Loaiza	No	Did Not Apply	9/30/2022
Mobile County EMA	Ronnie Adair, Executive Director 251.343.0439	175	Mark Chapman Miya Barnes	Yes	Did Not Apply	9/30/2022
Volunteers of America	Scott Huval, Finance Director 251.300.3500	1500	Tim Smith Joy Mothershed	Yes	N/A	6/30/2022
Mobile Public Library	Robert W. Hyde, Comptroller 251.208.7109	250	April Boudreaux Brooke Wooden	No	Did Not Apply	9/30/2022
Goodwill Easter Seals	Cindy Larry, CFO 251.471.1581	250	April Boudreaux Brooke Wooden	Yes	N/A	9/30/2022
Mobile County Water, Sewer, and Fire Protection Authority	Cindy McClendon, CFO 251.653.7346	200	Mark Chapman Brooke Wooden	No	Did Not Apply	2/28/2023
Boys & Girls Clubs	Robert Kennedy, Jr., CEO 251.432.1235	250	April Boudreaux Taylor Loaiza	Yes	N/A	9/30/2022

Note: All clients listed above are current clients of the firm and have been audited by us within the past year.

APPENDIX D

Summary Schedule of Professional Fees and Expenses

Audit	2023	2024	2025	2026	2027
Financial Audit	\$175,500	\$184,500	\$193,500	\$203,500	\$214,500
Single Audit	19,500	20,500	22,500	23,500	23,500
TOTAL	\$195,000	\$205,000	\$216,000	\$227,000	\$238,000

APPENDIX E

**Detail Schedule of Professional Fees and Expenses
For Fiscal Year 2022-23 Only**

Financial Audit	Hourly Rate	Total Hours	Total \$
Partners	\$ 315.00	135	\$ 42,525.00
Managers	\$ 200.00	405	\$ 81,000.00
Supervisory Staff	\$ 140.00	405	\$ 56,700.00
Professional Staff	\$ 110.00	405	\$ 44,550.00
Other (Specify) - Discount	\$ -		\$ -
SUBTOTAL		1350	\$ 224,775.00
Meals & Lodging	\$ -		\$ -
Transportation	\$ -		\$ -
Report preparation, word processing, and printing	\$ -		\$ -
Other - Absorption of year 1 set-up costs	\$ -		\$ (49,275.00)
			\$ (49,275.00)
TOTAL		1350	\$ 175,500.00

Single Audit	Hourly Rate	Total Hours	Total \$
Partners	\$ 315.00	15	\$ 4,725.00
Managers	\$ 200.00	45	\$ 9,000.00
Supervisory Staff	\$ 140.00	45	\$ 6,300.00
Professional Staff	\$ 110.00	45	\$ 4,950.00
Other (Specify) - Discount	\$ -		\$ -
SUBTOTAL		150	\$ 24,975.00
Meals & Lodging	\$ -		\$ -
Transportation	\$ -		\$ -
Report preparation, word processing, and printing	\$ -		\$ -
Other - Absorption of year 1 set-up costs	\$ -		\$ (5,475.00)
			\$ (5,475.00)
TOTAL		150	\$ 19,500.00

Smith, Dukes & Buckalew LLP

Mobile: 3800 Airport Blvd, Ste. 101 / Mobile, AL 36608 / 251.343.1200 / *Fax* 251.344.0966 / smithdukes.com

Daphne: 6475 Van Buren Ave., Ste. 200 / Daphne, AL 36526 / 251.621.9600 / *Fax* 251.621.9608

Exhibit B

Contractor Insurance



SMITDUK-01

AIVY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2023

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

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

PRODUCER Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: Jessica Lahti, CISR	
	PHONE (A/C, No, Ext): (251) 643-7026	FAX (A/C, No): (251) 473-9010
	E-MAIL ADDRESS: Jessica@thamesbatre.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Company	10677
INSURED Smith Dukes & Buckalew, LLP P. O Box 160427 Mobile, AL 36616	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ECP 0377224	2/3/2022	2/3/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA 0377224	2/3/2023	2/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ECP 0377224	2/3/2022	2/3/2025	EACH OCCURRENCE \$ 3,000,000
							AGGREGATE \$ 3,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

The City of Mobile, Attn: City Attorney
City of Mobile Legal Department
P.O. Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

paint the cruise terminal

Amount of Contract:

\$30,500.00

Funding Source

Project # Cruise Terminal painting and cleaning CT-064-23

Discretionary Funds

Project String C0884 Cruise Terminal Painting and Cleaning (20002000-48010)

Contract Number:4595

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
CT-064-23 Cruise Terminal Painting and Cleaning	Cover Memo	8/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/23/2023 - 5:44 PM
Capital	Rhodes, Brenda	Approved	8/24/2023 - 8:50 AM
Legal	Kern, Chris	Approved	8/24/2023 - 10:05 AM
Mayors Office	Montgomery, Brandi	Approved	8/24/2023 - 3:11 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: INTEGRITY MAINTENANCE L.L.C.

Project Name: CITY OF MOBILE ALABAMA CRUISE TERMINAL –
CLEANING AND PAINTING

Project Number: CT-064-23

Amount: \$30,500.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CRUISE TERMINAL PAINTING & CLEANING

CAPITAL PROJECT #: C0884 (20002000-48010)

CONTRACT AMOUNT: \$30,500.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-064-23

PROJECT DESCRIPTION: FOR THE PAINTING AND CLEANING AT THE CITY OF MOBILE, ALABAMA CRUISE TERMINAL (201 SOUTH WATER ST).

VENDOR NAME: Integrity Maintenance L.L.C.

VENDOR NUMBER: 295931

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% ____ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 8/18/2023

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



This Agreement made and entered into this _____.

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

And the Contractor: Integrity Maintenance L.L.C.
410 Hwy 43 S. Suite F-111
Saraland, AL 3671

City Business License No.:114046

Secretary of State Registration No.:000-544-181

For the following Project: Mobile Alabama Cruise Terminal
Painting and Cleaning
201 South Water Street
Mobile, Alabama 36602

Project Number: CT-064-23

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Thirty Thousand Five Hundred and 00/100 Dollars (\$30,500.00), which includes a Contingency Allowance of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to ten percent (10%) of labor, materials and equipment costs on subcontractor's work; and fifteen percent (15%) on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director or Acting Director of Architectural Engineering or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete by 12p.m., September 29th, 2023.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 **LIQUIDATED DAMAGES**
A time charge equal to Two Hundred Fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work. The amount of which shall be deducted by the Owner, and shall be

retained by the Owner, out of monies otherwise due to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

For the term of this Agreement, 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 be endorsed to 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. 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 and the United States of America.
 - 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
- B. Comprehensive General Liability Insurance:
 - 1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
 - 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage. \$2,000,000 Aggregate on a "Per Project" Basis.
 - 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.

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

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.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – 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 (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.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 Indemnification. 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.

3.9 This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

3.10 Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 HEALTH PRACTICES:** CDC/NIH Covid-19 Guidelines are in effect throughout contract duration. The Contractor shall adhere to current guidelines as directed by the City. All Contractor's personnel, Sub-Contractors, Material Suppliers and others shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.
- 3.14 METHOD of PAYMENT:** Contractor shall provide two (2) notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.15 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.16 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND: N/A**
- 3.17 RETAINAGE:**
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
The net amount of the Retainage shall be equal to two- and one-half percent (2.5%) of the total Contract Sum, as increased or decreased by Change Order.

3.18 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than fifty thousand dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Integrity Maintenance L.L.C. has completed the contract for Mobile, Alabama Cruise Terminal – Painting and Cleaning, CT-064-23, 201 South Water Street, Mobile, Alabama 36602. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a two (2) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated July 26, 2023, as prepared by the City of Mobile Architectural Engineering Department;
2. Addendum No 1, dated August 1st, 2023, and Addendum No 2, dated August 4th, 2023;
3. E-Verify Documentation;

4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

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

6.0 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

7.0 NONDISCRIMINATION

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

9.0 Public Contracts with Entities in certain Boycott Activities:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority and the Contractor by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Legal Name of Party to Contract:
CONTRACTOR: Integrity Maintenance L.L.C.

Signature

William S. Stimpson, Mayor
Printed Name and Title

Jason Carter
By Signature

Jason Carter, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jason Carter as President of Integrity Maintenance L.L.C. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 17th day of August, 2023.

Odetta Woods Stutts
NOTARY PUBLIC

My Commission Expires: March 2, 2026



EXHIBIT A
SCOPE OF WORK

City of Mobile, Alabama Cruise Terminal
Painting & Cleaning

Project #CT-064-23

The work of this contract consists of cleaning the exterior balcony walls, ceilings, floors, and exterior surfaces of windows and re-painting the walls, ceilings. The balcony floor shall be re-coated with materials provided by the Owner.

END OF SCOPE OF WORK



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Integrity Maintenance L.L.C.
Address	410 Hwy 43 S. Suite F-111, Saraland AL. 36571
Telephone	251-391-9073
E-Mail	integritym.17@gmail.com

RFP/RFQ Solicitation Number	CT-064-23
Project Description	City of Mobile Alabama Cruise Terminal- Cleaning & Painting
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐
	Total #of Employees 3

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jason Carter/ Integrity Maintenance L.L.C.

Signature: Jason Carter Date: 8/7/2023

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jason Carter Title: President

Email: integritym.17@gmail.com Phone: _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Integrity Maintenance L.L.C. Your Bid/Proposal Amount \$ _____ Date: **8/7/2023**
/ / Description City of Mobile Alabama Cruise Terminal- Cleaning & Painting
Name of Bidder/Proposer: Jason Carter/ Integrity Maintenance L.L.C.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Integrity Maintenance L.L.C.	251-391-9073	Cleaning & Painting	\$28,000	100%	yes	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Integrity Maintenance L.L.C.

Contact Person: Jason Carter Phone 251-391-9073 Email integritym.17@gmail.com

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

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
	NA	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	NA	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.
	NA	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	NA	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	NA	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

	NA	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	NA	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.
	NA	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

☒ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



Alabama Secretary of State



Integrity Maintenance L.L.C.	
Entity ID Number	000 - 544 - 181
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/21/2019
Registered Agent Name	CARTER, JASON
Registered Office Street Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Registered Office Mailing Address	410 HWY 43 S. SUITE F-111 SARALAND, AL 36571
Nature of Business	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2021 2022 2023
Transactions	
Transaction Date	02/26/2019
Miscellaneous Filing Entry	New Entity Effective 02-21-2019 11:18
Transaction Date	10/21/2021
Agent Mailing Address Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Transaction Date	10/21/2021
Registered Agent Changed From	CARTER, JASON 5319 HWY 90 W STE 102 PMB # 101 MOBILE, AL 36619
Scanned Documents	
Document Date / Type / Pages	02/26/2019 Certificate of Formation 3 pgs.
Document Date / Type / Pages	10/21/2021 Registered Agent Change 2 pgs.



Company ID Number: 1640438

Approved by:

E-Verify Employer Agent Employer	
Integrity Maintenance LLC	
Name (Please Type or Print) Jason Carter	Title
Signature Electronically Signed	Date 02/09/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/09/2021



Company ID Number: 1640438

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Integrity Maintenance LLC
Company Facility Address	410 Hwy 43 S suite f 111 Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	833067607
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 1640438

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
----	---



Company ID Number: 1640438

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Jason Carter
Phone Number 2513919073
Fax
Email integritym.17@gmail.com

Name Jason Carter
Phone Number 2513919073
Fax
Email integritym.17@gmail.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/16/2023

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

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

PRODUCER Alabama Insurance Exchange PO Box 724728 Atlanta GA 31139		CONTACT NAME: Karen Thompson PHONE (A/C, No, Ext): (205) 988-0800 E-MAIL ADDRESS: karen@aleins.com FAX (A/C, No): (770) 858-7545																						
INSURED Integrity Maintenance LLC 410 Hwy 43 S Ste F-111 Saraland AL 36571		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Western World</td><td></td></tr><tr><td>INSURER B:</td><td>Auto-Owners Insurance Co.</td><td>18988</td></tr><tr><td>INSURER C:</td><td>Alabama Home Builders SIF</td><td>00004</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Western World		INSURER B:	Auto-Owners Insurance Co.	18988	INSURER C:	Alabama Home Builders SIF	00004	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** Rev 2023 COI **REVISION NUMBER:**

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

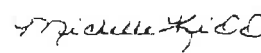
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Contract Liability Per CG0001 4/13 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	NPP8934189	05/15/2023	05/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	5219562000	02/28/2023	02/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	EZXS3116814	05/22/2023	05/22/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	35622	01/01/2023	01/01/2024

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project# CT-064-23 Mobile Alabama Cruise Terminal Painting and Cleaning 201 South Water Street Mobile, Alabama 36602
Contractal liability per form CG0001 04/13
City of Mobile is an additional insured as respects to general liability, auto liability, and umbrella. General liability and Auto liability is primary and non-contributory. Umbrella follows form. Waiver of subrogation in favor of City of Mobile as respects to general liability, auto liability and umbrella. 30 day cancellation in favor of City of Mobile as respects to general liability. By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO Box 1827 Mobile AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Rob Lasky, Office of Professional Responsibility

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contract with Clear Risk US Corp for claims administration software and services, renewable for an additional three-year period.
General fund.

Amount of Contract:

NTE \$150K total per each 3 yr period

Funding Source

Project #

Project String 10040535 .42200

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Clear Risk	Cover Memo	8/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	8/23/2023 - 5:59 PM
Legal	Kern, Chris	Approved	8/24/2023 - 9:57 AM
Legal	Kern, Chris	Approved	8/24/2023 - 9:57 AM
Mayors Office	Montgomery, Brandi	Approved	8/24/2023 - 3:12 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Clear Risk US Corp., for claims administration software and services, for three years, renewable for another three year period without further approval required by Council, in an amount as needed not to exceed \$150,000 for each three-year period, 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

CLEARRISK

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”) is made at St. John’s, in the Province of Newfoundland and Labrador, this _____ day of _____, 2023 (the “**Effective Date**”) by and between **CLEAR RISK US Corp.**, a corporation organized and existing under the laws of the State of Delaware (“**ClearRisk**”) and City of Mobile, a municipal corporation organized and existing under the laws of the State of Alabama (“**Client**”).

IN CONSIDERATION of the mutual covenants contained herein, ClearRisk and the Client agree as follows:

1. INTERPRETATION

1.1 Definitions.

- (a) “**Business Day**” means any day other than Saturday, Sunday or a day that is a statutory holiday as observed by the City of St. John’s, in the Province of Newfoundland and Labrador.
- (b) “**ClearRisk**” means Clear Risk US Corp.
- (c) “**ClearRisk Service**” means ClearRisk’s proprietary online, Web-based risk management solutions, for which Client is granted rights of access and use in accordance with this Agreement, including offline or mobile components or applications as described in the Documentation and any other ancillary services available in connection therewith, as the ClearRisk Service may be updated from time to time by ClearRisk in its sole discretion.
- (d) “**Client**” means the entity described above and defined as the Client.
- (e) “**Client Data**” means electronic data and information submitted by or for Client to the ClearRisk Service.
- (f) “**Data Protection Laws**” means all laws and regulations, including laws and regulations of Canada and the United States (including the *Personal Information Protection and Electronic Documents Act* (Canada), the Canadian Anti-Spam Legislation and the *California Consumer Privacy Act*), applicable to the Processing of Personal Information under the Agreement.
- (g) “**Documentation**” means the user documentation for the ClearRisk Service found within Client’s ClearRisk Service instance and its usage guides and policies, as updated from time to time, accessible via the ClearRisk Service.
- (h) “**Fees**” mean Subscription Fees, and Professional Services Fees, as applicable.
- (i) “**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- (j) “**Party**” means ClearRisk or Client and “**Parties**” means ClearRisk and Client.
- (k) “**Personal Information**” means any information relating to an identified or identifiable natural person as defined under applicable Data Protection Laws.
- (l) “**Processing**” means any operation or set of operations which is performed upon Personal Information, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- (m) **“Professional Services”** means the implementation, training and other services provided by ClearRisk pursuant to a Statement of Work.
- (n) **“Professional Services Fees”** means the fees for Professional Services set forth in Schedule A or in the applicable Statement of Work.
- (o) **“Salesforce Platform”** means the SFDC proprietary online, web-based platform service described in the SFDC Service Agreement.
- (p) **“SFDC”** means Salesforce.com, Inc.
- (q) **“SFDC Service Agreement”** means the Salesforce.com, Inc. service agreement located at <https://www.clearrisk.com/SFDCSA> and which governs Client’s use of the ClearRisk Service on the Salesforce Platform.
- (r) **“Statement of Work”** means a statement of work for Professional Services entered into by Clear Risk and Client which refers to this Agreement.
- (s) **“Subscription Fee”** means the fee payable by Client as set out in Schedule A.
- (t) **“Support Services”** means the technical support services for the ClearRisk Service provided by ClearRisk in accordance with Section 3.4 hereof.
- (u) **“Term”** means the Initial Term and any Renewal Terms (each as defined in Section 2 hereof).
- (v) **“User”** means an individual who is authorized by Client to use the ClearRisk Service or for whom the ClearRisk Service has been provisioned, and to whom Client has supplied a user identification and password. Users may include, for example, employees, consultants, contractors and agents of Client.

1.2 Rules of Interpretation. Words importing the singular number shall include the plural and vice versa and words importing the use of any gender shall include all genders. Headings used in this Agreement are for convenience of reference only and shall not constitute a part of this Agreement for any other purpose including, without limitation, its interpretation. Expressions such as “hereof”, “hereunder” and “he re by” shall be construed as referring to the entire Agreement and not only to the particular Article, section, subsection or clause in which they appear. In determining beneficial ownership by a person, such person shall be considered as having a beneficial ownership interest in the assets of any company controlled, directly or indirectly, by such person. This Agreement shall not be construed or interpreted so as to create any rights to or be enforceable by any person who or which is not now, or does not in future become, a party to this Agreement.

1.3 Business Days. In the event that any act is required hereunder to be done, any notice is required hereunder to be given, or any period of time is to expire hereunder on any day that is not a Business Day, such act shall be required to be done or notice shall be required to be given or time shall expire on the next succeeding Business Day.

1.4 Schedules. The following Schedules are attached hereto and form part of this Agreement:

Schedule A – Fee Schedule

Schedule B – Initial Statement of Work

2. TERM

- 2.1 Term of Agreement. This Agreement comes into force as of the Effective Date hereof and has an initial term of **three (3) years** from the Effective Date (the “**Initial Term**”), unless terminated earlier in accordance with the provisions of this Agreement or applicable law or it is renewed in accordance with Section 2.2 hereof.
- 2.2 Auto-Renewal Unless Terminated. This Agreement shall renew for one succeeding three-year term (each a “**Renewal Term**”) unless a Party notifies the other Party of its intention not to renew this Agreement no less than 30 days prior to the expiration of the Initial Term or any Renewal Term.
- 2.3 Fee Changes. At the end of the Initial Term of this Agreement and any subsequent Renewal Terms, ClearRisk may adjust the Subscription Fees payable under this Agreement by providing Client written notice of such adjustment at least 60 days prior to the beginning of the Renewal Term.

3. THE CLEARRISK SERVICE

- 3.1 Grant of Right to Use the ClearRisk Service. Subject to the terms and conditions of this Agreement and payment of the applicable Fees, ClearRisk hereby grants to Client a non-exclusive, worldwide, non-transferable, non-sublicensable right to (a) access and use (and to permit Users to access and use) the ClearRisk Service, solely during the Term; and (b) access and use, and to permit Users to access and use, the Documentation as reasonably necessary to support the Client’s permitted use of the ClearRisk Service during the Term.
- 3.2 SFDC Service Agreement. Client acknowledges that the ClearRisk Service is provided on the Salesforce Platform and hereby agrees that the terms and conditions set forth in the SFDC Service Agreement are hereby incorporated by reference and form part of this Agreement and Client hereby agrees to be bound by the SFDC Service Agreement. Client acknowledges and agrees that the terms set out in the SFDC Service Agreement are imposed upon ClearRisk by SFDC and a breach by Client of the terms and conditions set forth therein constitutes a material breach of this Agreement and could impact and/or prevent Client from being able to access and use the ClearRisk Service.
- 3.3 Restrictions. Client shall not (and shall not allow Users or any third party to): (a) possess, download or copy the ClearRisk Service or any part of the ClearRisk Service, including but not limited any component which comprises the ClearRisk Service, but not including any output from the ClearRisk Service; (b) knowingly interfere with service to any of ClearRisk’s customers, users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing; (c) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the ClearRisk Service and/or Documentation, except to the extent that enforcement is prohibited by applicable law; (d) circumvent any timing restrictions that are built into the ClearRisk Service; (e) sell, rent, lend, transfer, distribute, license, or grant any rights in the ClearRisk Service or Documentation in any form to any person without the written consent of ClearRisk; (f) remove any proprietary notices, labels, or marks from the ClearRisk Service or Documentation; (g) create any “links” to or “frame” or “mirror” of the ClearRisk Service or any portion thereof; or (h) use the ClearRisk Service in violation of applicable laws.
- 3.4 Support. During the Term, ClearRisk, or its authorized support partner, will provide Support Services at no additional charge. Support Services will include: (a) email support is monitored and provided from 8:00 AM to 5:00 PM (ET) ON BUSINESS DAYS and emails outside of these hours will be responded to on a reasonable efforts basis; and (b) ClearRisk will use commercially reasonable efforts to respond to support enquiries within one (1) Business Day. Customer will have access to ClearRisk’s technical support web site and may use the web site to submit service requests. ClearRisk shall not be required to provide Support Services if Client is in default of any of its material obligations under this Agreement.

- 3.5 Professional Services. If agreed to in a Statement of Work, ClearRisk, or its authorized services partner, will provide Professional Services on a time and materials basis for the Professional Services Fees set forth in Schedule A and in accordance with the terms and conditions in the applicable Statement of Work. The initial Statement of Work for implementation of the ClearRisk Service is attached hereto as Schedule B.

4. CLIENT DATA AND PERSONAL INFORMATION

- 4.1 Ownership. As between ClearRisk and Client, Client exclusively owns all rights, title and interest in and to all Client Data. ClearRisk does not acquire any rights, title or ownership interest of any kind whatsoever, express or implied, in any of the Client Data.
- 4.2 Technical and Organizational Safeguards. In connection with the provision of the ClearRisk Service, ClearRisk will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Client Data by ClearRisk personnel except (a) to provide the ClearRisk Service and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 9.4 below and upon identification of lawful authority, or (c) as expressly permitted in writing by Client. ClearRisk shall not access Client Data except to provide the ClearRisk Service and prevent or address service or technical problems, or at Client's request in connection with customer support matters. ClearRisk will use US data centres to the maximum degree possible to deliver the ClearRisk application. ClearRisk data processing, certain integrations, and support by ClearRisk employees resides in Canada and ClearRisk agrees to provide North American data processing and data residency within either the US or Canada as part of the Agreement. ClearRisk is currently partnered with a security firm and working towards SOC 2 Type II compliance audit. The data centres and cloud providers ClearRisk leverage to provide the ClearRisk application hold SOC2, ISO 27001, and other compliance certifications. ClearRisk will be audited by an AICPA approved third party auditor as part of its SOC 2 certification process and annually thereafter to maintain its certification. ClearRisk can make its audit report available to the customer once available and upon request for future audits.
- 4.3 Client Data and Portability. Upon request by Client made during the Term or within thirty (30) days after the effective date of termination of this Agreement, Clear Risk will make the Client Data available to Client for export or download as provided in the Documentation. After such 30-day period, Clear Risk will have no obligation to maintain or provide any Client Data, and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control as provided in the Documentation, unless legally prohibited.
- 4.4 Personal Information. To the extent that Client Data includes Personal Information:
- (a) *ClearRisk's Processing of Personal Information*. ClearRisk shall secure Personal Information with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. ClearRisk shall only Process Personal Information in accordance Data Protection Laws and only for the following purposes: (i) Processing in accordance with the Agreement; (ii) Processing initiated by Client's Users or customers in their use of the ClearRisk Service; and (iii) Processing to comply with other documented reasonable instructions provided by Client where such instructions are consistent with the terms of the Agreement.
 - (b) *California Consumer Privacy Act ("CCPA")*. ClearRisk is a "Service Provider" as such term is defined under §1798.140(v) of the CCPA. As such ClearRisk shall not retain, use or disclose any Personal Information received from the Client during the Term for any purpose other than the specific purpose of providing the ClearRisk Service and other related services specified in this Agreement or for such other business purpose as is specified in this Agreement.

- (c) *ClearRisk Personnel.* ClearRisk shall ensure that its personnel engaged in the Processing of Personal Information are informed of the confidential nature of the Personal Information and have received appropriate training on their responsibilities and ClearRisk shall take commercially reasonable steps to ensure the reliability of any ClearRisk personnel engaged in the Processing of Personal Information.
- (d) *Client's Obligations.* Client's instructions to ClearRisk for the Processing of Personal Information shall comply with Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Information and the means by which Client acquired Personal Information. Client hereby represents and warrants to, and covenants with ClearRisk that Client Data will only contain Personal Information in respect of which Client has provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by applicable Data Protection Laws, to enable ClearRisk to provide the ClearRisk Service, including with respect to the Processing of Personal Information, including by or to ClearRisk and to or from all applicable third parties.
- (e) *Security Incident.* Upon becoming aware of any unlawful access to any Personal Information, any unauthorized access to such facilities or equipment resulting in loss, disclosure or alteration of any Personal Information, or any actual loss of or suspected threats to the security of Personal Information (including any physical trespass on a secure facility, computing systems intrusion/hacking, loss/theft of a computing device, storage media or printed materials, or other unauthorized access) (each a "**Security Incident**"), ClearRisk will promptly notify Client of the Security Incident (and in all circumstances at least as soon as it reports to similarly situated customers of Client, but in any event as soon as reasonably possible in the circumstances), and will investigate or perform required assistance in the investigation of the Security Incident and provide Client with detailed information about the Security Incident. ClearRisk will take all commercially reasonable steps to mitigate the effects of the Security Incident, or assist Client in doing so; and will provide prior notice to Client of, and will not undertake any, proposed communications to third parties related to a Security Incident involving Personal Information without Client's prior written approval, not to be unreasonably withheld, conditioned or delayed. ClearRisk will work with and coordinate with Client on any such notices in any event. Subject to Section 13, ClearRisk will comply with this Section 4.4(e) at ClearRisk's cost, unless the Security Incident arose from Client's negligent or willful acts or ClearRisk's compliance with Client's express written instructions.
- (f) *Request for Personal Information.* ClearRisk shall (at Client's expense) taking into account the nature of the processing, provide all reasonable cooperation to assist Client by appropriate technical and organisational measures, in so far as is possible, to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Client Personal Information under this Agreement. In the event that any such request is made to ClearRisk directly, ClearRisk shall not respond to such communication directly without Client's prior authorization, unless legally compelled to do so. If ClearRisk is required to respond to such a request, ClearRisk shall promptly notify Client and provide it with a copy of the request unless legally prohibited from doing so.

5. CLIENT RESPONSIBILITIES

- 5.1 Users. Client is responsible for all activities that occur in User accounts and for its and its Users' compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data and the means by which Client acquired Client Data; (b) use commercially reasonable efforts to prevent unauthorized access to, or use of, the ClearRisk Service, and notify ClearRisk promptly of any such unauthorized access or use; and (c) use the ClearRisk Service only in accordance with the Documentation and applicable laws and government regulations.

- 5.2 Equipment. Client is solely responsible for acquiring, servicing, maintaining and updating all equipment, computers, software and communications services (such as Internet access) that are required to allow Client to access and use the ClearRisk Service and for all expenses relating thereto. Client agrees to access and use, and shall ensure that all Users access and use, the ClearRisk Service in accordance with any and all operating instructions or procedures that may be issued by ClearRisk from time to time.

6. FEES AND PAYMENT TERMS

- 6.1 Fees. Client agrees to pay the Fees and other charges for the ClearRisk Service and Professional Services provided under this Agreement as specified in Schedule A. Except as otherwise specified herein, payment obligations are non-cancellable and Fees paid are non-refundable,
- 6.2 Annual Cost Escalation. Client agrees that all Subscription Fees will increase by 5% each and every year at the anniversary date.
- 6.3 Taxes. All amounts payable hereunder are exclusive of any and all taxes, and Client is responsible for payment of such taxes (excluding taxes based on ClearRisk's net income). All prices are stated, and Client shall pay, in US dollars.
- 6.4 Invoicing and Payment. Fees will be invoiced in advance and unless otherwise stated herein, charges are due upon receipt of invoice.
- 6.5 Suspension for Non-Payment. ClearRisk may immediately suspend Client's access to and use of the ClearRisk Service if Client fails to make any payment due in respect of the ClearRisk Service and does not cure such non-payment within ten (10) Business Days after receiving notice of such failure. Any suspension of the rights hereunder by ClearRisk under the preceding sentence shall not excuse Client from its obligation to make all payment(s) under the Agreement.
- 6.6 Payment Disputes. ClearRisk will not exercise its rights under Section 6.5 (Suspension for Non-Payment) above if Client is disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

7. AUDITS

ClearRisk shall have the right, with reasonable notice and during normal business hours, at ClearRisk's sole expense and in as non-disrupting a manner as reasonably possible, to verify Client's compliance with Client's obligations hereunder through a remote or an on-site audit of Client's records, facilities and licensing processes by ClearRisk or a third party representative of ClearRisk. Client shall permit up to one such audit per year, including once during the 12 month period following the termination of this Agreement for any reason. ClearRisk may use such audit reports solely to enforce its rights hereunder and shall otherwise treat audit reports and any information received in connection with such audits as Confidential Information. In the event that an audit establishes that Client is in material breach of its obligations hereunder, Client shall reimburse ClearRisk for the cost of the audit and shall promptly pay to ClearRisk all outstanding Fees.

8. INTELLECTUAL PROPERTY

- 8.1 The ClearRisk Service. Subject to the limited rights expressly granted hereunder, ClearRisk reserves all rights, title and interest in and to the ClearRisk Service, including all related intellectual property rights. No rights are granted to Client hereunder other than as expressly set forth in this Agreement. ClearRisk retains all right, title and interest in and to the ClearRisk Service at all times, and regardless of the form or media in or on which the original or other copies may subsequently exist. Finally, any suggestions, ideas or inventions that Client, its employees or agents, voluntarily and optionally disclose to ClearRisk through any means will be used, or not used, by us at ClearRisk's sole discretion; and, ClearRisk will have no obligation

to Client, its employees and/or agents regarding any ideas or inventions that Client, its employees and/or agent disclose through such means.

- 8.2 **Usage Data.** Notwithstanding anything to the contrary in this Agreement, Client acknowledges that the ClearRisk Service may provide Usage Data (as hereinafter defined) to ClearRisk and ClearRisk may monitor Client's use of the ClearRisk Service and collect and compile aggregated and anonymized data, information, analytics and diagnostic statistics relating to the provision and operation, and Client's use, of the ClearRisk Service ("**Usage Data**"). As between ClearRisk and Client, all right, title, and interest in Usage Data, including all intellectual property rights therein, are owned solely by ClearRisk. ClearRisk may use Usage Data to support (including to improve) the ClearRisk Service, develop new products and services, and for any other business purpose, *provided that* the Usage Data does not contain any Personal Information or other user identifier and is not associated with Client or any User.
- 8.3 **Feedback.** Client may provide reasonable feedback to ClearRisk including, but not limited to, suitability, problem reports, suggestions, enhancement request, recommendation, correction, and other information with respect to the operation of the ClearRisk Service ("**Feedback**"). Client hereby grants to ClearRisk a fully paid-up, royalty-free, worldwide, assignable, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the ClearRisk Service, the Documentation and any other ClearRisk products or services, or for any other purposes, any Feedback provided by Client or its Users.

9. CONFIDENTIALITY

- 9.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential and proprietary information of a Party ("**Disclosing Party**") disclosed to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing), the Service and Documentation, Client Data (which is the Confidential Information of the Client), business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; (iv) is received from a third party without breach of any obligation owed to the Disclosing Party, or (v) is required to be disclosed by the Alabama Public Records Act, Ala Code 36-12-40, or otherwise required to be disclosed by law..
- 9.2 **Confidentiality.** Subject to Section 9.4 below, and unless the Disclosing Party expressly agrees in writing otherwise, the Receiving Party will: (a) use the Disclosing Party's Confidential Information only during the Term and only as necessary to perform the Receiving Party's obligations under this Agreement; (b) disclose the Disclosing Party's Confidential Information only to the Receiving Party's directors, officers, agents, employees and authorized subcontractors and their employees and only to the extent that such disclosure is necessary to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement. Client shall not disclose any performance, benchmarking, or feature-related information about the ClearRisk Service.
- 9.3 **Protection.** Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).
- 9.4 **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- 9.5 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies may be inadequate.
- 9.6 Return of Confidential Information. Upon Disclosing Party's written request upon expiration or termination of this Agreement (or at any earlier time upon written request by the Disclosing Party), the Receiving Party will: (a) promptly deliver to the Disclosing Party all originals and copies, in whatever form or medium, of all the Disclosing Party's Confidential Information and all documents, records, data and materials, in whatever form or medium, containing such Confidential Information in the Receiving Party's possession, power or control and the Receiving Party will delete all of the Disclosing Party's Confidential Information from any and all of the Receiving Party's computer systems, retrieval systems and databases; and (b) request that all persons to whom it has provided any of the Disclosing Party's Confidential Information comply with this Section 9.6.

10. WARRANTIES AND DISCLAIMERS

- 10.1 Limited Warranties. ClearRisk hereby represents and warrants to Client that:
- (a) During the Term the ClearRisk Service will perform materially in accordance with the Documentation therefor; and
 - (b) the ClearRisk Service will not contain any Malicious Code.
- 10.2 Warranty Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, CLEARRISK PROVIDES THE CLEARRISK SERVICE ON AN "**AS IS**" AND "**AS AVAILABLE**" BASIS. CLEARRISK MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, AND THERE ARE NO CONDITIONS, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, (INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, RESULTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF THE TRADE) AS TO, ARISING OUT OF OR RELATED TO THE FOLLOWING: (I) THIS AGREEMENT; (II) THE CLEARRISK SERVICE; OR (III) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION OR CLIENT DATA TRANSMITTED TO OR FROM THE CLEARRISK SERVICE. CLEARRISK ALSO DISCLAIMS ALL LIABILITY WITH REGARD TO CLIENT'S VIEWING OF ANY WEB SITES THAT MAY BE LINKED FROM THE CLEARRISK SERVICE. CLEARRISK DOES NOT REPRESENT OR WARRANT THAT THE CLEARRISK SERVICE WILL MEET ANY OR ALL OF CLIENT'S PARTICULAR REQUIREMENTS, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CLEARRISK SERVICE WILL BE RELIABLE, THE QUALITY OF ANY PRODUCTS OBTAINED OR PURCHASED THROUGH THE USE OF THE CLEARRISK SERVICE WILL MEET CLIENT'S EXPECTATIONS OR THAT THE CLEARRISK SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

11. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- 11.1 Indemnification by ClearRisk. Subject to this Agreement, ClearRisk shall defend, indemnify and hold Client harmless against any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, demands, suits, or proceedings made or brought against Client by a third party alleging that the use of the Service and Documentation as contemplated hereunder infringes the intellectual property rights of a third party (each an "**Infringement Claim**"); provided, that Client (a) promptly gives written notice of the Infringement Claim to ClearRisk; (b) gives ClearRisk sole control of the defense and settlement of the Infringement Claim (provided that ClearRisk may not settle or defend any Infringement Claim unless it

unconditionally releases Client of all liability); and (c) provides to ClearRisk, at ClearRisk's cost, all reasonable assistance and information.

- 11.2 Other Remedies. In addition to the indemnity contained in Section 11.1, if (a) ClearRisk becomes aware of an actual or potential Infringement Claim, or (b) Client provides ClearRisk with notice of an actual or potential Infringement Claim, ClearRisk may (or in the case of an injunction against Client, shall), at ClearRisk's sole option and determination: (i) procure for Client the right to continue to use the ClearRisk Service; or (ii) replace or modify the ClearRisk Service with an equivalent or better service so that Client's use is no longer infringing; or (iii) if (i) and (ii) are not commercially reasonable, as determined by ClearRisk in its sole discretion, terminate the rights granted hereunder to the Client to access and use the ClearRisk Service and refund to Client that portion of any prepaid Subscription Fees that is applicable to the period following the termination of the Agreement pursuant to this Section 11.2, less any outstanding Subscription Fees owed on such affected portion of the ClearRisk Service.
- 11.3 Exclusions. The indemnity in Section 11.1 does not extend to (a) any Infringement Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the ClearRisk Service with other products, software or services not provided or approved by ClearRisk, if such infringement would have been avoided but for such combination; or (b) any use, distribution or sublicensing in breach of or outside the scope of this Agreement.
- 11.4 Sole Remedies. THIS SECTION 11 CONTAINS CLEARRISK'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, FOR INFRINGEMENT CLAIMS.

12. INDEMNIFICATION BY CLIENT - DELETED FROM AGREEMENT

13. LIMITATION OF LIABILITY.

- 13.1 Exclusion of Indirect and Consequential Damages. SUBJECT TO SECTION 13.3 HEREOF, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS).
- 13.2 Limitation of Liability for Direct Damages. SUBJECT TO SECTION 13.3 HEREOF, IN NO EVENT WILL EITHER PARTY'S MAXIMUM CUMULATIVE LIABILITY UNDER THIS AGREEMENT ARISING OUT OF OR RELATED TO THIS AGREEMENT OR RELATING TO THE SUBJECT MATTER HEREOF FOR ALL CLAIMS, COSTS, LOSSES AND DAMAGES EXCEED the proceeds available under the insurance policies described below. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.
- 13.3 Certain Damages Not Excluded or Limited. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, (II) INDEMNIFICATION CLAIMS, (III) DAMAGES ARISING FROM INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (IV) ANY CLAIMS FOR NON-PAYMENT, (V) FRAUD OR WILLFUL MISCONDUCT, OR (VI) BODILY INJURY OR DEATH.
- 13.4 Application of Exclusions and Limitations. The foregoing limitations and exclusions of liability shall apply even if a Party had been advised of the possibility of any such costs, losses or damages or knew or ought to have known of such costs, losses or damages and shall apply regardless of whether the action arose in contract, including, without limitation, from a fundamental breach, or breach of a condition, fundamental term or warranty, or in tort (including, without limitation negligence) or otherwise. The foregoing provisions limiting the liability of ClearRisk shall also apply to its officers, directors, employees, and agents as trust

provisions for the benefit of such officers, directors, employees, and agents and shall be enforceable by such persons as trust beneficiaries.

14. INSURANCE.

14.1 Coverage. At all times during the Term and for so long as any Statement of Work has not yet expired or been terminated, ClearRisk shall maintain, at its sole cost and expense, all insurance coverage required by applicable law, and in any event insurance coverage in the following types and amounts:

- (a) Commercial General Liability with limits no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate for claims each policy year, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of ClearRisk under this Agreement and have a deductible of not more than ten thousand dollars (\$10,000.00);
- (b) Umbrella Liability that provides additional coverage over primary comprehensive general liability coverage, automobile liability, and employers' liability limits, in an amount not less than Five Million Dollars (\$5,000,000) per occurrence;
- (c) Worker's Compensation and employer's liability insurance with statutory limits of the minimum amount required by applicable law of the jurisdiction in which the work is performed;
- (d) Cyber Liability Insurance, with limits of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for claims each policy year;
- (e) Professional Liability or Technology Errors and Omissions with no less than One Million Dollars (\$1,000,000) per occurrence for coverage for loss or disclosure of electronic data, media and content rights infringement and liability, network security failure and software copyright infringement.

14.2 Policy Terms. ClearRisk will keep all insurance coverage current and in force during the Term of this Agreement, and such insurance coverage must be (i) written through an insurance carrier with an overall A.M. Best Rating of A or better, and (ii) name Client as an additional insured under the general liability insurance provisions of the policy with respect to liability arising from or out of the ClearRisk Service by Client.

14.3 Cancellation. The insurance policy shall apply as primary insurance and contain an undertaking by the insurers to notify Client in writing not less than 30 days' prior to any material change, cancellation or termination and that ClearRisk itself will notify Client within 48 hours of receipt of notification by insurers of any cancellation or termination of the insurance policy.

14.4 Certificates of Insurance. Upon the written request of Client, ClearRisk will provide Client with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section, and shall not do anything to invalidate such insurance coverage. ClearRisk shall give 30 days' prior written notice to Client of any cancellation, non-renewal, or material change in coverage, scope, or amount of any insurance policy required by or affecting the Client's rights or remedies under this Agreement.

15. TERMINATION

15.1 Termination. A Party may terminate this Agreement for cause (a) upon 30 days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

15.2 Effect of Termination. Upon the termination of this Agreement:

- (a) by ClearRisk pursuant to Section 15.1(a), such termination shall not prevent ClearRisk from collecting from Client any amounts or payments owing that accrued prior to termination and Client will also be obligated to pay to ClearRisk unpaid Fees covering the remainder of the then-current Term;
- (b) by Client pursuant to Section 15.1(a), such termination shall not relieve Client of any obligations that have accrued as of the date of such termination, including, without limitation, any sums or payments then due;
- (c) for any reason, each Party shall return to the other Party all copies of the other Party's Confidential Information in its possession or control.

15.3 Data Provided Upon Termination. Upon the termination of this Agreement for any reason, ClearRisk shall, if requested by Client within 30 days of the effective termination date, backup Client's Client Data and provide electronic copies of such Client Data through a ClearRisk provided FTP folder to Client. All data will be uniquely identified for efficient processing. Client Data will be provided as follows:

- Text data in CSV format with appropriate titles and column headers;
- Notes and file attachments in their native format provided in .zip folder; and
- Once data is accepted by Client, ClearRisk will delete all data from existing servers and provide confirmation to Client.

After such 30-day period, ClearRisk will have no obligation to maintain or provide any Client Data, and will thereafter delete or destroy all copies of Client Data in its systems or otherwise in its possession or control, unless legally prohibited. Once Client Data has been provided to Client as described above, ClearRisk will have no further responsibility to Client.

15.4 Suspension of Access to the ClearRisk Service. In addition to any termination rights of ClearRisk pursuant to this Agreement, extraordinary circumstances may require ClearRisk to suspend or terminate (where appropriate), as determined in ClearRisk's reasonable discretion, Client's access to and/or use of, or otherwise modify, the ClearRisk Service in order to: (a) prevent material damages to, or material degradation of the integrity of, ClearRisk's or its provider's Internet network; or (b) comply with any law, regulation, court order, or other governmental order. ClearRisk will notify Client of such suspension or termination action as far in advance of such suspension or termination as reasonably possible, and if such advance notice is not possible, then as soon as possible after such suspension or termination. In the event of a suspension, ClearRisk will limit such suspension to that which is minimally required and will promptly restore Client's access to the ClearRisk Service as soon as the event giving rise to the suspension has been addressed (including by Client agreeing to accept the risks associated with such suspension) or resolved. Unless caused by a breach of this Agreement by Client: (i) all Subscription Fees related to the use of the ClearRisk Service or other suspended services shall be waived for the duration of the suspension and any such waived Subscription Fees which have been pre-paid shall be refunded to Client; and (ii) in the event of a termination in connection with this Section 15.4, Client shall receive a refund of any and all prepaid Subscription Fees applicable to the remainder of the then-current Term.

16. MISCELLANEOUS

16.1 Force Majeure. In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, epidemics, pandemics or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence;

provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Obligations to pay are excused only to the extent that payments are entirely prevented by the Force Majeure Event.

- 16.2 Further Assurances. The Parties and each of them shall at any time and from time to time do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required so as to accomplish and carry into effect the intentions of this Agreement.
- 16.3 Waiver of Breach. No delay or omission of either of the Parties to exercise any right or power accruing upon any default or breach under this Agreement shall impair any such right or power or shall be construed to be an acquiescence therein or waiver of any such default or breach or of any right or power accruing upon any such default or breach or any subsequent default or breach under this Agreement.
- 16.4 Waiver of Term. None of the conditions, covenants or agreements contained in this Agreement may be waived in whole or in part unless such waiver is in writing and signed by the Party in whose favor the representations, warranties, conditions, covenants or agreements so waived operate.
- 16.5 Publicity. Client agrees: (i) to issue a joint press release with ClearRisk ("**Press Release**") on a mutually agreed date within thirty (30) days of the Effective Date announcing that Client has entered into an agreement to use the ClearRisk Service; and (ii) that ClearRisk may disclose that Client is a Client of ClearRisk. Client will have the right to review and approve the Press Release in advance; such approval shall not be unreasonably delayed or withheld. Each Party may include the name and logo of the other Party in lists of clients or vendors in accordance with the other Party's standard guidelines.
- 16.6 Assignment and Sublicenses. Client shall not be permitted to assign this Agreement or any of its obligations hereunder without the prior written consent of ClearRisk, which consent may be withheld by ClearRisk in its sole discretion. Client also agrees that it shall not have the right to grant sublicenses under this Agreement without the prior written agreement of ClearRisk. If the Client is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of ClearRisk, then ClearRisk may terminate this Agreement upon written notice.
- 16.7 Notice. Any notice or other document required or permitted to be given to any Party hereunder shall be validly given if delivered personally (including by courier service) or sent by email addressed to the addressee thereof at the following respective addresses:

(a) if to ClearRisk at:

251 Little Falls Drive
Wilmington, Delaware
19808
Attention: Craig Rowe
Email: craig@clearrisk.com
Phone: 1 (877) 734-7475

(b) if to Client at:

City of Mobile, Office of Professional Responsibility
200 Government St
Mobile, AL 36602
Attention: Robert Lasky
Email: Lasky@CityofMobile.org

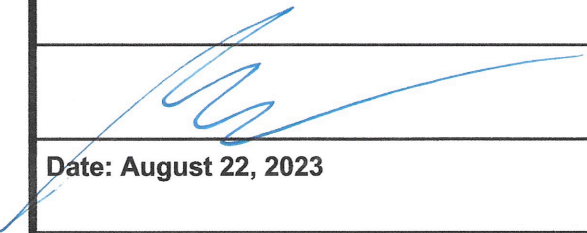
Phone:251-208-7975

Any notice or other document if delivered shall be deemed to have been received by and given to the addressee on the date of delivery, and if given by email shall be deemed to have been received by and given to the addressee on the next Business Day following the day of sending. Any Party may at any time give notice in writing to the others of any change of address for these purposes. In the event of actual or threatened postal interruption in Canada or the United States, no such notice shall be deemed to have been received until it has in fact been received by the Party for whom it is intended.

- 16.8 Email Notifications. From time to time, ClearRisk may use a third party application for data submission and such application provides email notifications to Customer related to Customer's input of data into the ClearRisk Service. Customer is responsible for ensuring that Customer's email address is accurate and complete and that such information remains current at all times during the Term. In order to ensure successful delivery of such email notifications, Customer is advised to add IP address 35.169.190.25 hostname infra-mail.formassembly.com or such other domains provided by ClearRisk to Customer's safe senders list to prevent email messages from being moved to Customer's junk or spam folder. ClearRisk is not liable for any damages whatsoever caused by or resulting from the unsuccessful delivery of email notifications to Customer as a result of email notifications being directed to spam or junk filters, incorrect email addresses, incorrect email addresses, or other acts or omissions of Customer.
- 16.9 Governing Law. This Agreement and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by and construed in accordance with the laws of the State of Alabama and the federal laws of the United States applicable therein, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the laws of any jurisdiction other than the State of Delaware to apply and each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of such State. The application of the *United Nations Convention on Contracts for the International Sale of Goods* to this Agreement is expressly excluded and does not apply to this Agreement.
- 16.10 Nondiscrimination: ClearRisk agrees it 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.
- 16.11 Immigration. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 16.12 Boycotts. ClearRisk represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- 16.13 Severability. The invalidity or unenforceability of any provision or part of any provision of this Agreement shall not affect the validity or enforceability of any other provision or part thereof, and any such invalid or unenforceable provision or part thereof shall be deemed to be separate, severable and distinct, and no provision or part thereof shall be deemed dependent upon any other provision or part thereof unless expressly provided for herein.
- 16.14 Currency. All dollar amounts referred to herein refer to lawful money of the United States of America.

- 16.15 Enurement. This Agreement and everything contained herein shall enure to the benefit of and are binding upon each of the Parties hereto and their respective successors and permitted assigns.
- 16.16 Entire Agreement. This Agreement, including the schedules attached hereto or terms, agreements or documents referred to herein, is the entire agreement between the Parties made to date regarding the subject matter and supersedes any prior agreements or understandings between the Parties relating to its subject matter. No modification or variation of this Agreement shall be effective unless in writing signed by the Parties.
- 16.17 Signature, Counterparts, and Delivery. This Agreement may be signed electronically, including through *DocuSign* and similar applications. This Agreement may be signed in any number of counterparts (including counterparts by scanned or electronic signature) and each counterpart will be deemed an original; taken together, all counterparts will be deemed to constitute one and the same instrument. Delivery of a printed counterpart (whether or not the counterpart was signed electronically) or electronic delivery (including by email transmission or transmission over an electronic signature platform) of an executed counterpart of this Agreement are each as valid, enforceable and binding as if the signatures were upon the same instrument and delivered in person.

IN WITNESS WHEREOF the signature of a duly authorized director of each of ClearRisk and Client were hereunto affixed in accordance with their rules and regulations in that behalf contained, the day and year first before written.

CLEAR RISK US CORP.		City of Mobile
Name: Craig Rowe		Name: William S. Stimpson
Title: CEO		Title: Mayor
		
Date: August 22, 2023		Date:
I have authority to bind the corporation.		Attest: City Clerk I have authority to bind the corporation.

Notarized by
Gammey Pike Jarrell
(Notary Public, NL)
Aug 22, 2023

ClearRisk's Customer Referral Program

ClearRisk's referral program provides an avenue for ClearRisk customers to avail of scholarship funds that can be used towards any of the following:

- payment towards a ClearRisk project or invoice
- donation to a charity of choice
- professional organization or association fees
- flight, hotel and/or entrance fees to events and conferences
- other ideas as presented by Client

Participation is simple: Client would connect ClearRisk's Customer Success team with the interested party and ClearRisk would handle everything else. If the organization adopted ClearRisk's solutions and came onboard, Client would be provided \$2,500 to be used accordingly.

More information regarding ClearRisk's Customer Referral Program can be found here:

<https://products.clearrisk.com/customer-referral-landing-page/>

SCHEDULE A

FEE SCHEDULE

[Fee schedule to be inserted prior to execution]



7

Annual Subscription Package

ClearRisk Base Package: \$28,400

Includes:

- 4 Admin Users
- Online Submission Web Portal (1 form)
 - Internal Incident Form (to be scoped during Phase 2)
- System Integrations
 - Employee Database
- Ongoing Maintenance and User Support
 - 10 support hours/year
- Data Storage
 - 100 GB

Modules Included:

- Occurrences/Events
- Claims/Incident Management
- Insurance Policy Management
- Asset Schedules (Properties/Vehicles)
- Organization Management
- Department Management
- Employee/Contact Management
- Reports & Dashboards

Additional Features & Functionality

Modules:*

- Vendor Management: \$7,500
 - Certificates of Insurance
 - Includes Online Web Intake Form for Automated Submission
 - Contracts
- Risk Registers & Risk Maps (ERM Functionality): \$5,000

Features:*

- Additional Admin Users: \$2,375
- Additional Delegate Users: \$1,500**
- Additional Web Form: \$2,500
- Additional System Integration: \$2,500
- Additional Support Hours (x10 hours): \$1,750
- Additional Data Storage (100GB): \$750

*All fees are annual recurring

**ClearRisk offers a 3rd, lower-tier user license if needed for restricted access, ie department managers reviewing claims, insurance certificates or reports.

-Items listed within *Additional Features and Functionality* are not included in the listed Annual Subscription Package



Implementation - Phase 1

\$8,225*

Includes (as per SOW):

- Account Setup
 - Initiating and providing user licenses
- User Training

All pricing in USD, this proposal is for a three (3) year contract. Annual subscription cost increases 5%/year over original contract term:

Year 1 - \$28,400 subscription + \$8,225 implementation Phase 1 + \$_____ implementation Phase 2* (to be scoped and quote provided)

Year 2 - \$29,820 subscription

Year 3 - \$31,311 subscription

Notes:

- Implementation services are outlined in the SOW
- Pricing and terms are valid until September 30, 2023

*Pricing is shown for Phase 1 only

*Phase 2 Implementation will continue to be scoped and will include (as per SOW)

- Scoping of data migration from City of Mobile's TPA
- Scoping of Safety National Database migration
- Scoping of Auxiliary Data Migration
- Scoping for Incident Webform Implementation
 - referencing document submitted Incident Investigation Packet-Fillable (July 19)
- Scoping of Employee Data Integration

Notes:

1. Professional Services will not commence until year-1 invoice is paid in full.

SCHEDULE B

INITIAL STATEMENT OF WORK



ClearRisk/City of Mobile

ATTN: Daniel Davis

STATEMENT OF WORK

DATE: August 16th, 2023

INTRODUCTION

ClearRisk provides software solutions for Claims, Incident and Risk Management to organizations with varying risk environments, complexities and volume. ClearRisk software provides a centralized hub for all risk and insurance data, which enables our customers to implement a streamlined approach to data collection, analysis and reporting.

The overall goal of any risk and insurance program is to reduce costs, automate processes, assess and minimize the frequency and severity of occurrences. ClearRisk allows organizations to identify trends, pinpoint high-risk areas, implement corrective actions and track progress of their program effectiveness while streamlining internal and external workflows.

Risk and claims departments often have many deadlines imposed for documentation with team members typically spending their time filing paperwork, producing claims documents and updating internal and external stakeholders. ClearRisk's cloud-based application eliminates these tedious, administrative tasks by integrating with external platforms and enabling access to multiple users in various locations for effortless data collection and communication.

ClearRisk's application is built on Salesforce.com, the global leader in cloud-computing. Leveraging SFDC's technology allows ClearRisk's customers to benefit in world-class security, uptime and performance.

OBJECTIVE

City of Mobile has identified the need to implement a cloud-based, Claims, Incident and Risk Management System SaaS solution to reduce dependency on in-house services and hardware

and include future system upgrades. City of Mobile has defined the following objectives, as a first step in defining its specific practice management system needs:

- Reduce the total cost of risk by:
 - reducing the frequency and severity of incidents
 - automating processes required to manage data
 - increasing effectiveness in trend reporting
 - enhancing communication of risk trends
 - other insurance and risk management related information
- Implement a centralized system that improves data integrity, eliminates duplication, develops analytics and automates reporting
- The main function of the RMIS is to optimize risk through quick analysis of incident, claims and exposure information
- Minimize the number of automated and manual tasks and processes currently in place in order to streamline processing, reduce redundant data entry, and maintain data integrity for City of Mobile
- Configurable and stable system with 99% uptime during regular business hours that can accommodate future growth and changes with City of Mobile
- Comprehensive and user-friendly for running queries, reporting and outcome analysis capabilities that can be individually tailored
- Provide information in real time, minimize steps involved in processing, increase efficiency, reduce repetition, automate processes, integrate systems for data flow, and provide information and status reports to City of Mobile
- During the implementation or after completion of the RMIS implementation project, if the ability to integrate with other systems or additional users are required, these items can be scoped with ClearRisk for an additional cost

ClearRisk envisions a completely streamlined environment for City of Mobile. held within one centralized, fully integrated cloud-based platform that eliminates manual, tedious process and workflow and enhances collaboration and cohesiveness for City of Mobile.

● **PRODUCT DEVELOPMENT**

Feature Requests

The ClearRisk product team continuously reviews the product, feedback given, and trends in the Risk & Insurance industry to improve the way our customers use the product. A channel our customers can use to communicate these suggestions and current challenges are feature requests. The following framework will be used for considering feature requests:

Request Submission: Project feature requests can be submitted by customers via various channels such as emails, tickets, or meetings. Requests need to include a detailed description of the feature, its purpose, and potential benefits.

Documentation: Once a feature request is received, the customer success manager and product manager will document it in a centralized feature request tracker. The documentation will include details such as the date of request, the name of the requester, the description of the feature, and any related attachments.

Evaluation: The product manager & team will evaluate the feasibility of the feature request by considering factors such as its alignment with the product's objectives, impact on timelines, and available resources. If necessary, additional information or clarification may be requested from the requester. In some cases a response may be given for a current feature or workflow that addresses the feature request.

Prioritization: Based on the evaluation, the product manager may prioritize the feature request along with other existing requests. However, if the project is already in the implementation phase, new feature requests will not be considered for implementation due to potential impact on project timelines and resources.

Communication: Once the feature request is evaluated and prioritized, deemed not prioritized due to the implementation phase, or due to other higher priority feature requests the project manager and product manager will communicate the decision to the customer/requester. This communication may include details such as the reason for the decision, any potential impact on project scope or budget, and any additional requirements or dependencies.

During implementation, items outside of the SOW can be proposed as feature requests, where a separate SOW may be created depending on requirements and product alignment. The analysis & communication of feature requests would be facilitated through ClearRisk's customer success team (i.e your customer success manager) & ClearRisk's product team.

Feature requests will not be considered part of the implementation project and will not be considered a prerequisite for the completion of any project deliverable (i.e deliverables are based on the standardized ClearRisk platform).

Improvements to Current Functionality

The ClearRisk platform may undergo changes to current functionality as part of the product roadmap, or feature requests submitted to the product team. These changes will ultimately result in cosmetic improvements, streamlining of functionality, and expanding of functionality offered. Examples of possible improvements are below:

- Changing of field names
- Addition of help text to fields
- Remodeling page layouts to better display record information

These changes will be communicated to ClearRisk customers via release notes.

Additional Functionality

As ClearRisk is a continuously improving product, new features and functionality may become available to customers. In the event customers do not want these additions to be accessible, they may be hidden at the request of the customer (if deemed possible by ClearRisk).

Examples of possible additions are below:

- New fields appearing on record pages for existing modules (formulaic, read-only, free text, pick-list, lookups, etc)
- New options appearing on existing pick-list fields
- New modules
- New related list options on existing record pages
- Reporting options and new canned reports appearing on the ClearRisk base package
- New workflows, buttons, & processes

These changes will be communicated to ClearRisk customers via release notes.

Project Controls

Meeting Agendas

Project meetings will not occur for Phase 1 of the project due to the small scope. Weekly project updates will be provided via email from ClearRisk's project team.

Outstanding Items Log

If required, throughout the project a working document will be kept outlining questions, concerns, or requests pertaining to data, workflows, and the ClearRisk platform. This will come in the form of an Excel spreadsheet containing two sheets:

1. List of ongoing/pending items
2. List of completed/answered items

This document will flow back and forth between both project teams, but ultimately would be maintained by ClearRisk.

User Acceptance Testing (Application)

Before the beginning of Phase 2, City of Mobile user(s) (can be a single user or many) will be required to carry out user acceptance testing (UAT) on their ClearRisk instance. UAT is comprised of multiple lists of tasks related to the following sections:

- Module Checklist (Mandatory)
- Functionality Checklist (Mandatory)
- Webform Checklist (Only applicable if webform implementation is a part of the project)

This will be a list of tasks to verify and sign off on the various objectives of the implementation of ClearRisk. The user(s) will be required to sign off and date items that they deem complete, as well as note items that have not been completed, items that need fixing, and other items which would prevent the completion of the implementation.

Once completed (including items deemed not completed) the City of Mobile users will send the document back to the ClearRisk project team for review. ClearRisk will speak to each item and either rectify the issue, or give explanation as to why the item is complete vs. not complete.

ClearRisk highly encourages the City of Mobile users to be detailed with their analysis, responses, and explanations during this process as it directly impacts the project schedule, and the users ability to get the most value out of ClearRisk.

User acceptance testing (UAT) will not cover items outside of project scope, or items being further scoped during/post project.

Go-Live Milestone

ClearRisk and the customer will agree upon a “Go-Live Date”, which is defined as the date the customer will be fully using ClearRisk for their intended workflow. If there are outstanding development or implementation items, ClearRisk and the customer will agree upon a revised date if deemed necessary (i.e these items do not impede the customers ability to use ClearRisk).

Data Residency

City of Mobile ClearRisk instance will be hosted on a United States-based Salesforce server. On request, ClearRisk can provide additional information.

● **SCOPE OF WORK**

ClearRisk is providing City of Mobile with access to the ClearRisk Claims, Incident and Risk Management system built on the Salesforce platform. This cloud-based application provides City of Mobile the ability to manage and track data related to its risk and insurance program. The purpose of this project is to deliver the standard ClearRisk system configuration to City of Mobile (Admin Users only) without webform, integration, or data migration Below are the modules provided and the scope of work for Phase 1:

Phase 1:

- Standard ClearRisk Package Deployment
- Admin User Configuration
- Misc. Workflow

The following list of deliverables (within 'Phase 2' below) are not a part of this scope of work and will require a separate scoping initiative/scope of work prior to work being scheduled and executed. While phase 2 scoping may occur prior to the September 30, 2023 go-live date (for Phase 1), finalization of project scope, SOW document, and scheduling of phase 2 deliverables will not occur before September 30, 2023.

Phase 2:

- Scoping of data migration from City of Mobile's TPA
- Scoping of Safety National Database migration.
- Scoping of Auxiliary Data Migration
- Scoping for Incident Webform Implementation
 - referencing document submitted *Incident Investigation Packet-Fillable (July 19)*
- Scoping of Employee Data Integration

Standard ClearRisk Package Deployment

The standard ClearRisk package deployment will include functionalities outlined below.

Occurrence/Event Management

The standard ClearRisk Events module will be implemented, which includes the following functionality:

- Relate multiple Claims/Incidents to event

Insurance Claims/Incidents

The standard ClearRisk Claims/Incident module will be implemented, which includes the following functionality:

- Logging Incident/Claim information

- Logging and tracking litigation information
- Root Cause Analysis (Cause/Event Type/Incident Type/Incident Sub-Type)
- Follow-up and Correction actions (Incidents Only)
- Add Involved Person(s) information (Information driven from Contacts module)
- Add Involved Organization(s) information (Information driven from Organizations module)
- Add Involved Asset(s) information
- Add Financials (Reserves, Payments, Recoveries) and sub categorize by transaction owner and transaction type.
- Scheduled notifications to assigned users

Contacts & Employees

The standard ClearRisk Contacts module will be implemented. Both Employees and “Standard” contacts (Adjusters, Lawyers, Claimants, Witnesses, and any other third parties or required individuals) will be housed within this module.

Departments (Organizational Hierarchy)

The standard ClearRisk Departments module will be implemented. Multi-tiered and branching organizational charts can be mapped within this module.

If it can be provided in an acceptable format, ClearRisk can scope the migration of all required department/hierarchy information to ClearRisk.

Organizations

The standard ClearRisk Organizations module will be implemented. Which can house companies, members, groups, and other forms of organizations.

If it can be provided in an acceptable format, ClearRisk can scope the migration of all required organizations information to ClearRisk.

Assets/COPE

The standard ClearRisk Assets module will be implemented. This module is divided into five subsections:

- Properties
- Buildings
- Vehicles
- Equipment
- Mobile Equipment

On a per building basis, ClearRisk users can log Construction, Occupancy, Protection and Exposure (COPE) information.

Policies

The standard ClearRisk Policies module will be implemented. Functionality will include the following:

- Create individual Policy Sections within Policy records
- Log policy subscriber (including share and commission percent) information
- Claims analysis per policy (Total Incurred, Reserved, Paid, Recovered, and Aggregate Remaining)
- Link individual policies to insurance programs
- View policy erosion in real time.

Insurance Programs

The standard Insurance Programs module will be implemented, which includes the following functionality:

- Aggregating of deductibles, premiums and limits from all attached policies
- Claim analysis per program (Total Incurred, Reserved, Paid, Recovered, and Aggregate Remaining)

Reports & Dashboards

ClearRisk's standard suite of reports will be available to all users, with admin users having the ability to create their own reports & dashboards.

Time Collection (Adjuster & Billable Hours)

ClearRisk's standard "Billable Hours" functionality will be implemented in the Claims/Incidents module. This allows the following functionality

- Time tracking for individual's tasks when working a claim (i.e outreach to customer, collecting/providing documentation, travel)
- Reporting on time/personal used per claim (ClearRisk Reporting/Dashboards)
- Setting org-wide default per km/hour.

Misc. Features

- Ability to add Tasks, Notes, Files to Records

Misc. Workflow

All items to be completed outside of the standard package deployment will be included in this section of the Phase 1 SOW. Any workflow requirements (email templates, reports, access configuration, notifications, etc) outside of what is listed here will not be a part of the Phase 1 SOW.

Insurer Report Configuration

A report will be create for City of Mobile that contains the following fields/columns:

1. *Policy number - Policy in ClearRisk*
2. *Claim coverage type - Incident Sub-Type in ClearRisk*
3. *Claimant name - All Claimants in ClearRisk*
4. *Date of loss - Incident Date in ClearRisk*
5. *Claim number - Claim/Incident Number in ClearRisk*
6. *Brief description of injury or accident - Incident Description in ClearRisk*
7. *Paid to date amount - Gross Paid in ClearRisk*
8. *Outstanding reserve figure - Reserve Outstanding in ClearRisk*
9. *Any non-excess recoveries (if applicable) - Total Recoveries in ClearRisk*
10. *Total incurred (paid to date + outstanding reserve) - Total Incurred in ClearRisk*

This claim will be filtered to bring in all claims. Once the report is completed ownership will be handed over to the City of Mobile team, who will be able to clone/edit.

Account Overview

- Implementation

City of Mobile's account implementation commences once ClearRisk receives the executed contract and invoice payment. A project kickoff session is scheduled between ClearRisk and City of Mobile before the commencement of the implementation. Phase 1 deliverables will be complete no later than September 30, 2023. Phase 2 of this project is unscheduled, unscoped and will not be a part of this Implementation SOW.

- Customer responsiveness to questions on functionality, form edits, and workflow requirements
-

Within 2 weeks of the payment being received, ClearRisk will provide the City of Mobile project team with a project start date and proposed schedule of work for Phase 1 only.

User Configuration & Training

During the implementation kickoff, City of Mobile will be introduced to its project team and provided all contact details. This team will be made up of experienced ClearRisk specialists who have implemented over 100 organizations. They bring a wealth of knowledge to the implementation and will be providing suggestions based on lessons taken from current customers.

Admin Users

- City of Mobile admin users will be provided with a series of interactive, web-based training sessions throughout the implementation phase and one Success Session to address any questions, suggestions and assistance on the use of ClearRisk
- All these sessions are hosted online and recorded for future reference. Each session will be scheduled for 1 hour depending on the need of the user(s)
- The ClearRisk project team is responsible for monitoring progress and ensuring success and is readily available for any questions or concerns that arise

▪ Total User Count

- 4 Admin Users

- **Storage Allocation**

Initial storage provided within City of Mobile account:

Data Storage (text records such as claims and properties)

- 10.7 GB text data (space for $\approx 5,500,000$ claim records, for example.)
 - Additional text data storage can be added at any time for an additional cost

File Storage (allocation for file attachments such as pictures, PDF, etc.)

- 100 GB file storage
- This storage represents notes and file attachments stored within ClearRisk
 - Additional file data storage can be added at any time for an additional cost
-

ONGOING SUPPORT, & MAINTENANCE

After implementation, City of Mobile will continue to be supported by the ClearRisk support team in respect of any need for technical support, additional training or maintenance reasonably forming part of the implementation.

City of Mobile can contact the support team at any point in time through our support email, support@clearrisk.com. Support tickets will be created, and updates on the ticket will be provided through call or email.

The role of the ClearRisk Support team includes:

- Point of contact for all support related matters including:
 - User issues and generic questions

- Administering all changes/updates to Admin user licenses, including:
 - Adding/Editing/Deleting Admin* users
 - Editing new and current Admin users: user restrictions, employee transition/turnover, etc.
 - This function is included in City of Mobile's annual subscription

RELEASES & UPGRADES

Releases and upgrades will come in two forms. Automated, behind the scenes upgrades (i.e. push) where changes will be pushed to City of Mobile's account without any intervention required. This is consistent with the majority of web applications where changes are happening behind the scenes without the user being aware. The updates will include things like security and performance fixes. However, release notes will be offered highlighting any significant or notable changes and, as much as possible, we will try to make City of Mobile aware of those well in advance.

- REQUESTED UPGRADES (I.E. PULL) WHERE THE CITY OF MOBILE WILL REQUEST TO HAVE AN UPGRADE FOR THINGS LIKE A BUG FIX OR NEW FUNCTIONALITY. DEPENDING ON THE SITUATION, THERE MAY BE A FEE CORRESPONDING TO ADDITIONAL FUNCTIONALITY OR CUSTOMIZATION, HOWEVER IN MOST CASES UPGRADES OF THIS TYPE WILL CONTINUE TO BE COVERED AS PART OF THE CLEARRISK CONTRACT. OUR OBJECTIVE IS TO CONTINUE TO BUILD AND ENHANCE THE FUNCTIONALITY OF THE CLEARRISK PRODUCT USING THE FEEDBACK FROM OUR CUSTOMERS AND OTHERS AND RELEASE IT TO ALL IN A TIMELY MANNER AS PART OF OUR SUBSCRIPTION CONTRACTS.

EMAIL NOTIFICATIONS

From time to time, ClearRisk may use a third party application for data submission and such application provides email notifications to City of Mobile related to City of Mobile's input of data into the ClearRisk Service. City of Mobile is responsible for ensuring that City of Mobile's email address is accurate and complete and that such information remains current at all times during the Term. In order to ensure successful delivery of such email notifications, City of Mobile may add [insert the domain name] or such other domains provided by ClearRisk to City of Mobile's safe senders list to prevent messages from being moved to City of Mobile's junk or spam folder. ClearRisk is not liable for any damages whatsoever caused by or resulting from the unsuccessful delivery of email notifications to City of Mobile as a result of email notifications being directed to spam or junk filters, incorrect email addresses, incorrect email addresses, or other acts or omissions of City of Mobile.

● **PERIOD OF PERFORMANCE**

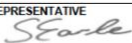
Initial contract term is 3 years. City of Mobile will be billed on an annual basis on the anniversary of the signed contract date.

LOCATION OF PERFORMANCE

ClearRisk performs all ongoing implementation and ongoing user support from its headquarters in St. John's, NL. All communication is held via phone, email, teleconference or web conference. If in-person meetings are required, ClearRisk will prepare a fee package for client approval. City of Mobile will be responsible for any and all fees associated with providing support outside of which has been negotiated in our mutual agreement.

SCHEDULE C

Insurance Certificate

CSIO		CERTIFICATE OF INSURANCE				DATE (YY/MM/DD) 23/08/22	
BROKER Cal LeGrow Insurance Ltd. 189 Higgins Line St. John's NL A1B 4N4 BROKER'S CLIENT ID: CLEAR-6				This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
INSURED'S FULL NAME AND MAILING ADDRESS ClearRisk Inc P.O. Box 21097 St. John's NL A1A 5B2				COMPANIES AFFORDING COVERAGE			
				COMPANY A Travelers Insurance Company			
				COMPANY B			
				COMPANY C			
				COMPANY D			
COVERAGES							
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.							
TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YY/MM/DD)	POLICY EXPIRATION DATE (YY/MM/DD)	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE OR ☒ OCCURRENCE ☒ PRODUCTS AND / OR COMPLETED OPERATIONS ☒ EMPLOYER'S LIABILITY ☒ CROSS LIABILITY ☒ TENANT'S LEGAL LIABILITY ☒ NON-OWNED ☒ HIRED ☐ POLLUTION LIABILITY EXTENSION	A	TRV0347036	23/02/16	24/02/16	EACH OCCURRENCE \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMPIOP AGG \$ 5,000,000 PERSONAL INJURY \$ 5,000,000 TENANT'S LEGAL LIABILITY \$ 1,000,000 MED EXP (Any one person) \$ 10,000 NON-OWNED AUTO \$ 2,000,000 OPTIONAL POLLUTION LIABILITY EXTENSION \$ (Per Occurrence) \$ (Aggregate) \$		
AUTOMOBILE LIABILITY ☐ DESCRIBED AUTOMOBILES ☐ ALL OWNED AUTOS ☐ LEASED AUTOMOBILES ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE					BODILY INJURY PROPERTY DAMAGE COMBINED \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$		
EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM (Specify)					EACH OCCURRENCE \$ AGGREGATE \$		
OTHER LIABILITY (SPECIFY) Cyber Liability Errors & Omissions Liability	A	TRV0347036	23/02/16	24/02/16	Each Occurrence Aggregate	\$5,000,000 \$5,000,000	
ADDITIONAL INSURED City of Mobile, 205 Government St Mobile, AL 36644				DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS All operations usual to the business of the Named Insured. It is hereby understood and agreed that the Certificate Holder is added as an additional insured to the commercial general liability policy with respect to the legal liability arising from both the operations of the Named Insured. Additional insured is not added to any form of automobile insurance. Operations: Web-Based SaaS software for claims and risk management.			
CERTIFICATE HOLDER				CANCELLATION			
City of Mobile, 205 Government St Mobile, AL 36644 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE 				PRINT NAME INCLUDING POSITION HELD Serina Earle, CAIB, Commercial Service Rep			
FAX NUMBER 709-576-1238		EMAIL ADDRESS searle@callegrow.com		COMPANY Cal LeGrow Insurance Ltd.		DATE 23/08/22	
CSIO CERT (6/00)							



SFDC Service Agreement

"App Exchange" means the online directory of on-demand applications that work with the SFDC Service, located at <http://www.appexchange.com> or at any successor websites..

"Platform" means the online, Web-based platform service provided by SFDC to Reseller in connection with Reseller's provision of the Reseller Application to You.

"Reseller" means Clear Risk Inc.

"Reseller Application" means ClearRisk Claims.

"SFDC Service" means the online, Web-based service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding Third-Party Applications. For purposes of this SFDC Service Agreement, the SFDC Service does not include the Platform.

"SFDC" means salesforce.com.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties and are identified as third-party applications, including but not limited to those listed on the AppExchange and the Reseller Application.

"Users" means Your employees, representatives, consultants, contractors, agents and third parties with whom You conduct business who are authorized to use the Platform subject to the terms of this SFDC Service Agreement as a result of a subscription to the

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Reseller Application having been purchased for such User, and have been supplied user identifications and passwords by You (or by SFDC or Reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Reseller Application subject to the conditions of this SFDC Service Agreement, together with any other terms required by Reseller.

"Your data" means all electronic data or information submitted by You as and to the extent it resides in the Platform or SFDC Service.

1. Use of Platform.

- a. Each User subscription to the Reseller Application shall entitle one User to use the Platform via the Reseller Application, subject to the terms of this SFDC Service Agreement, together with any other terms required by Reseller. User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Platform). For clarity, Your subscription to use the Platform hereunder does not include a subscription to use the SFDC Service generally or to use it in connection with applications other than the Reseller Application. If You wish to use the SFDC Service or any of its functionalities or services other than those included in the Reseller Application, or to create or use additional custom objects beyond those which appear in the Reseller Application in the form that it has been provided to You by Your Reseller, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Reseller Application provides You with access to the SFDC Service generally or access to any Platform or SFDC Service functionality within it that is in excess of the functionality described in the Reseller Application's user guide, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access or use such functionality, and You agree that Your use of such functionality, or Your creation or use of additional custom objects in the Reseller Application beyond that which appears in the Reseller

Application in the form that it has been provided to You by your Reseller, would be a material breach of this Agreement.

- b. If Your subscription to use the Platform hereunder includes Salesforce Mobile, You understand that prior to purchasing Salesforce Mobile, You should refer to the Mobile Device list located at <http://www.salesforce.com/mobile/devices/> for information on mobile devices that are supported by SFDC. You agree that SFDC will not provide any refunds, credits or other compensation or remedies in connection with Your purchase of Salesforce Mobile for any mobile devices that are not supported by SFDC. Third party mobile device, operating system and network connectivity providers may, at any time, cease distribution of, interrupt, deinstall and/or prevent use of Salesforce Mobile clients on supported mobile devices without entitling You to any refund, credit or other compensation or remedies.
- c. Notwithstanding any access You may have to the Platform or the SFDC Service via the Reseller Application, Reseller is the sole provider of the Reseller Application and You are entering into a contractual relationship solely with Reseller. In the event that Reseller ceases operations or otherwise ceases or fails to provide the Reseller Application, SFDC has no obligation to provide the Reseller Application or to refund You any fees paid by You to Reseller.
- d. You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and the SFDC Service, and shall notify Reseller or SFDC promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the Platform.
- e. You shall use the Platform and the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Platform or the SFDC Service available to any third party, other than to Users or as otherwise contemplated by this SFDC Service Agreement; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to

children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Platform or the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Platform or the SFDC Service or its related systems or networks.

- f. You shall not (i) modify, copy or create derivative works based on the Platform or the SFDC Service; (ii) frame or mirror any content forming part of the Platform or the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Platform or the SFDC Service; or (iv) access the Platform or the SFDC Service in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Platform or the SFDC Service.

2. **Third-Party Providers.** Reseller and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of Third-Party Applications, offer products and services related to the Platform, the SFDC Service and/or the Reseller Application, including implementation, customization and other consulting services related to customers' use of the Platform and/or the SFDC Service, and applications (both offline and online) that interoperate with the Platform and/or the SFDC Service such as by exchanging data with the Platform and/or the SFDC Service or by offering additional functionality within the user interface of the Platform and/or the SFDC Service through use of the Platform and/or SFDC Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Reseller Application or any other product or service of Reseller, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Reseller Application, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Reseller Application, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Platform or SFDC Service) may be offered by SFDC or Reseller to You, for an additional fee, on a pass-through or OEM basis

pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this SFDC Service Agreement.

3. **Integration with Third-Party Applications.** If You install or enable Third-Party Applications for use with the Platform or SFDC Service, You acknowledge that SFDC may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third Party Applications with the Platform or SFDC Service. SFDC shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Application providers. In addition, the Platform and SFDC Service may contain features designed to interoperate with Third-Party Applications (e.g., Google, Facebook or Twitter applications). To use such features, You may be required to obtain access to such Third-Party Applications from their providers. If the provider of any such Third-Party Application ceases to make the Third-Party Application available for interoperation with the corresponding Platform or SFDC Service features on reasonable terms, SFDC may cease providing such Platform or SFDC Service features without entitling You to any refund, credit, or other compensation.
4. **Access by Reseller.** To the extent Reseller serves as the administrator of the Reseller Application for You, You acknowledge that your use of the Reseller Application may be monitored by Reseller and Reseller may access Your Data submitted to the SFDC Service or Reseller Application. By agreeing to this SFDC Service Agreement, you are consenting to such monitoring and access by Reseller.
5. **Return of Your Data.** You have thirty (30) days from the date of termination your Reseller Application subscription term in which to request a copy of Your Data, which will be made available to You in a .csv format. Any modifications to such Your Data made by the Reseller Application outside of the Platform (if any) will not be captured in Your Data as returned and the return of any such modified data shall be the responsibility of Reseller.
6. **Proprietary Rights.** Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the Platform and the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in this SFDC Service Agreement. The Platform and the SFDC Service is deemed SFDC confidential information, and You

will not use it or disclose it to any third party except as permitted in this SFDC Service Agreement.

7. **Compelled Disclosure**. If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
8. **Suggestions**. You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the Platform and/or the SFDC Service.
9. **Suspension and Termination**. Your use of the Platform and the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of this SFDC Service Agreement by You or any User, (b) the termination or expiration of Reseller's agreement with SFDC pursuant to which Reseller is providing the Platform as part of the Reseller Application to You, and/or (c) a breach by Reseller of its obligations to SFDC with respect to the subscriptions it is providing to You in connection with this SFDC Service Agreement. If You use the Reseller Application in combination with a SFDC Service Org other than the Org provisioned solely for use with the Reseller Application (a "Shared org") You acknowledge and understand that (i) access to such Org, including the Reseller Application used in connection with such Org, may be suspended due to Your non-payment to SFDC or other breach of Your Agreement with SFDC, and (ii) in the event Your relationship with SFDC is terminated as a result of non-payment or other material breach of Your agreement with SFDC, Your Platform subscriptions would also be terminated. In no case will any such termination or suspension give rise to any liability of SFDC to You for a refund or other compensation.
10. **Subscriptions Non-Cancelable**. Subscriptions for the Platform are non-cancelable during a subscription term, unless otherwise specified in Your agreement with Reseller.
11. **No Warranty**. SFDC MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SFDC DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM, THE SFDC SERVICE, AND/OR THE RESELLER APPLICATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

12. **No Liability.** IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **Further Contact.** SFDC may contact you regarding new Platform and SFDC Service features and offerings.
14. **Third Party Beneficiary.** SFDC shall be a third-party beneficiary to the agreement between You and Reseller solely as it relates to this SFDC Service Agreement.

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Claims Management Software Research Findings

1. Safety Plus Web
 - a. Current software for entering and tracking employee injuries and vehicle accidents
 - b. Software not capable of entering, tracking, or managing liability claims
 - c. Could possibly terminate this service if an all-in-one vendor is determined
2. HRAcuity.com
 - a. Viewed online demo
 - b. Lacking for what is needed
 - c. Only for internal/workers comp/employee database
 - d. Does not track litigation information
 - e. Does not produce needed report information
3. Direct Claim Solutions
 - a. Viewed online demo
 - b. Adequate claim software
 - c. Unable to utilize for disciplinary action information
4. Tyler Risk Management/Case Management
 - a. Viewed demo with Scott Kearney
 - b. Adequate overall
 - c. Missing key report information for litigation claims
5. Granicus
 - a. Viewed demo with Scott Kearney
 - b. Lacking overall
 - c. Lacked experience in claim software
 - i. Majority of the software would need customization
 - ii. Could not produce information needed for basic claims
 - d. Unable to produce reports in needed format
 - e. Only interested in creating an online forum for reporting, not database entry
6. ClearRisk
 - a. Viewed demo with Scott Kearney/Director Lasky
 - b. Superior overall
 - c. Experienced in claim/workers comp/litigation software
 - d. Repository for contracts, insurance policies, and certificates of insurance
 - e. Minimal customization
 - f. Experienced dealings with municipalities
 - g. Report customization in needed format
 - h. Easily accessible/user friendly
 - i. Also can be used for disciplinary action
7. File Handler
 - a. Viewed online demo
 - b. Lacking for what is needed
8. Cloud Claims
 - a. Viewed online demo
 - b. Lacking for what is needed
9. Aclaimant

- a. Viewed online demo
- b. Not Suitable



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 4:42
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and A1 McDuffie Sanitation LLC, for three years, for an amount not to exceed \$1,500,000.00 per year, to provide residential garbage and trash services, 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

Service Contracts over \$15,000, subject to Ala. §41-16-50 *et seq.* (1975)

City of Mobile

Residential Garbage and Trash Services

AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this ____ day of _____, 2023, ("Effective Date") by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, A-1 McDuffie Sanitation LLC, (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**, City of Mobile Request for Bids 5828, and Provider's bid proposal and documentation, which are attached to this Agreement and incorporated by reference herein. Should the terms of this Agreement conflict with the terms of the Exhibit, the terms in the Agreement will prevail.

ARTICLE 2. Term. The term of this Agreement shall commence upon the Effective Date and shall run for a term of three years, unless earlier terminated as provided below. The City may terminate the contract for any reason upon 60-day notice to Provider. City will retain ownership of all City assets, including garbage carts, City provides for use of Provider upon termination of the contract. 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 3. Breach of Contract: Provider agrees that efficient, effective, reliable service for citizen residential trash and garbage collection is a key performance requirement of this Agreement. Provider shall be considered to be in breach of this agreement if Provider fails to provide this service as described in Exhibit A, or fails to be responsive to City service direction.

Such a determination shall be in the sole discretion and determination of the City. In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City, after notice and 30-day opportunity to cure, has the right to immediately 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. 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. 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:

- 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 - \$500,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$1,000,000 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 - \$500,000 each occurrence.
- (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$1,000,000 per occurrence

- c. Statutory Workers Compensation Insurance.
- d. 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 5. Performance Bond: Provider shall furnish to the City within 10 calendar days after execution of this agreement a Performance Bond guaranteeing faithful performance of the contract in a form, and from a surety, acceptable to the City. The penal sum of the Performance Bond shall be the value of approximately two months of service pricing. For purposes of this agreement the bond amount will be \$18.55 per month for 6,658 customers, for two months, at a total amount of \$247,012.00. Premiums for the Performance Bond shall be paid by Provider. The Performance Bond shall be in effect 10 Calendar Days after this contract is signed by City and shall expire on completion of Work under this contract.

ARTICLE 6. 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 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 7. 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 8. 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 9. 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.

ARTICLE 10. 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 11. 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 12. Invoicing and Method of Payment: Provider shall invoice City monthly at the end of the month for services provided that month. Invoices shall state the number residences served for trash and garbage services, and the unit and extended rates for service. Standard unit pricing will be \$12.38 per month, per pick-up residence, for weekly garbage service and \$6.17 per month, per pick-up residence, for every other week trash service. City will review, approve, and issue payment for approved invoices within 30 days of receipt of Provider invoice. Additional services, to include more frequent scheduled service, may be provided and invoiced by Provider only upon written agreement and tasking of such specific services and rates by the Director of Public Services or his representative. City and Provider will mutually agree to the number of residences served at the beginning of contract performance, which number may be adjusted upon mutual agreement in writing by the Director of Public Services or his representative and Provider. Provider shall document any such adjustments with the Invoice. City may request Provider to make additional service reports to accompany invoices or at other reasonable times, to include tip visit dates, times, locations, and volumes, customer feedback, or route and service notes or adjustments. City will provide a contact address for submission of invoice and agrees to timely review and processing for payment.

ARTICLE 13. Notice: Notice from the City to Provider shall be mailed to the following address:

A-1 McDuffie Sanitation LLC
4102 Azalea Park Ct
Semmes, AL 36575

Notice to the City shall be addressed to:

City Attorney, City of Mobile
205 Government Street,
Mobile, AL 36602.

ARTICLE 14. 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 15. Compliance with Alabama Immigration Law: The contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this

provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16. Boycott: 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 17. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, A-1 McDuffie Sanitation LLC

Kenneth Havens, Its CEO (title)

On behalf of A-1 McDuffie Sanitation LLC

8/24/2023 Date

State of Alabama

Mobile County

I, Brandi L. Montgomery, a Notary public in and for said County, in said State, hereby certify that Kenneth Havens, whose name as

CEO of A-1 McDuffie Sanitation LLC a limited-liability corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as CEO (corporate title) as aforesaid. Given under my hand this the 24 day of August, 2023.

Brandi L. Montgomery
Notary Public

My Commission expires on: 02/03/2027



CITY,

William S. Stimpson, Mayor

Date

ATTEST:

City Clerk

Date

Exhibits A City of Mobile RFB 5828 and Provider Bid Response
B Provider Insurance

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/20/2023	5828	Public Works	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, August 10, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately 6,658 homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by 12:01 pm, August 10, 2023, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4th Floor, Room S-408, Mobile, AL 36644. The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023. Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas. City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.					
Page 1 of 2			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), **except** federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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**CITY OF MOBILE BID
RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES**

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.
3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.
4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.
5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.
6. Contractor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.
7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.
8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.
9. Contractor will be required to not 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.
10. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units of less within the designated service area. The total approximate number of individual residences is **6,658**. The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is \$10 for that month, Contractor's prorated amount per visit is \$5, and Contract may charge an additional \$15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the

discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

E. BID SELECTION PROCESS

- 1. Selection.** City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.
- 2.** City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.
- 3.** City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.
- 4. Contract.** City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.
- 5. Performance.** City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.

F. BIDDER PRICING FORM AND ASSURANCE

Monthly pricing per service per pickup Customer/Residence

Weekly Garbage Service \$_____per month, per pickup Customer

Every-Other-Week Trash Service \$_____per month, per pickup Customer

Total Garbage & Trash(sum of above) \$_____per month, per pickup Customer

Monthly pricing per service per pickup Customer/Residence: Including Performance Bond:

Weekly Garbage Service (w/Bond) \$_____per month, per pickup Customer

Every-Other-Week Trash Service (w/Bond) \$_____per month, per pickup Customer

Total Garbage & Trash(sum above w/Bond) \$_____per month, per pickup Customer

By signature below, bidder understands and accepts the terms of the Request of Bids and the expectations of the Contractor. Bidder certifies that Bidder has not engaged in unlawful collusion in the preparation and submission of this Bid.

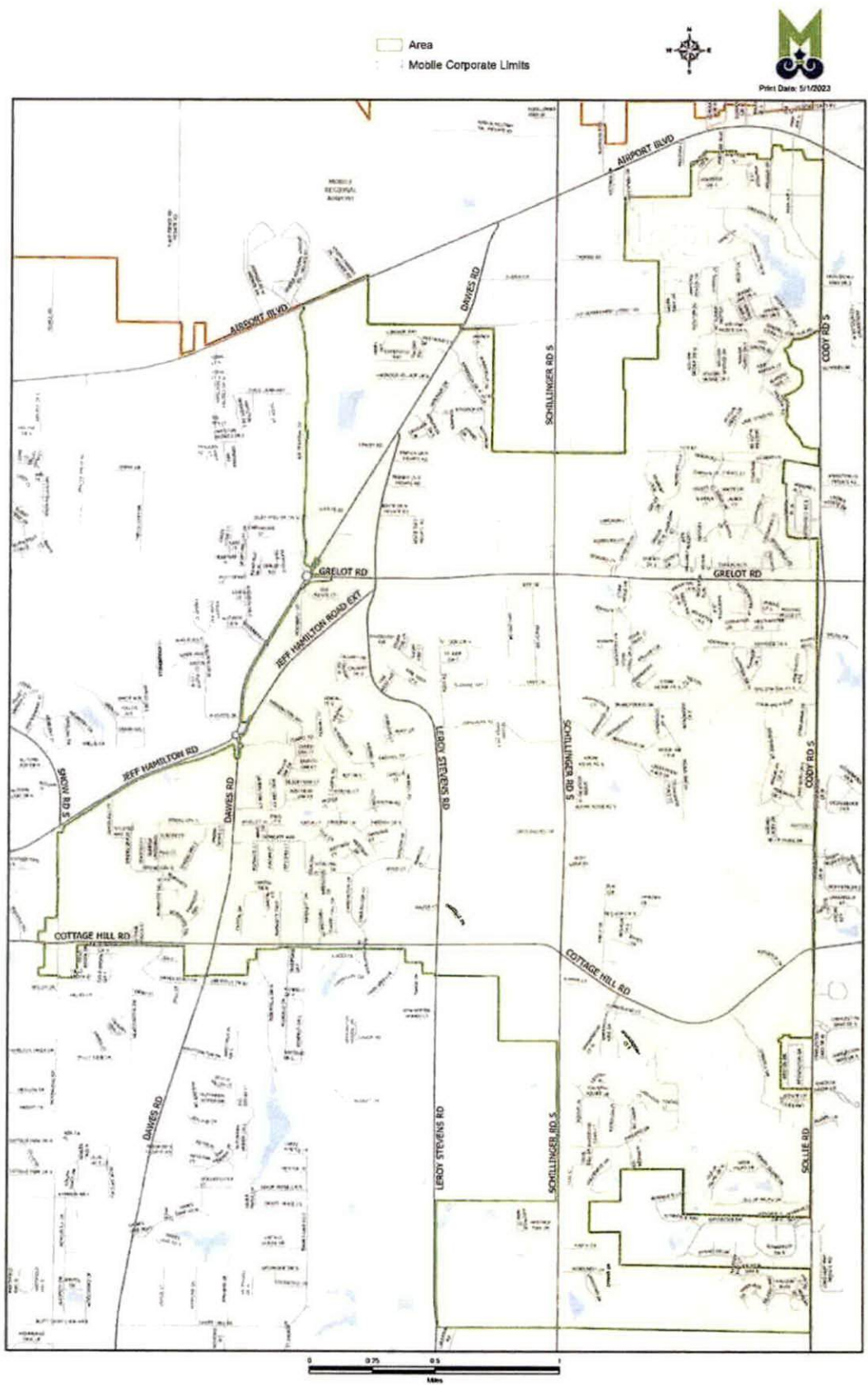
This Price Bid Form is hereby submitted by the undersigned

Printed legal name of Bidder Entity Name and Title of Signer

Signature Date

EXHIBIT A

AREA MAPS

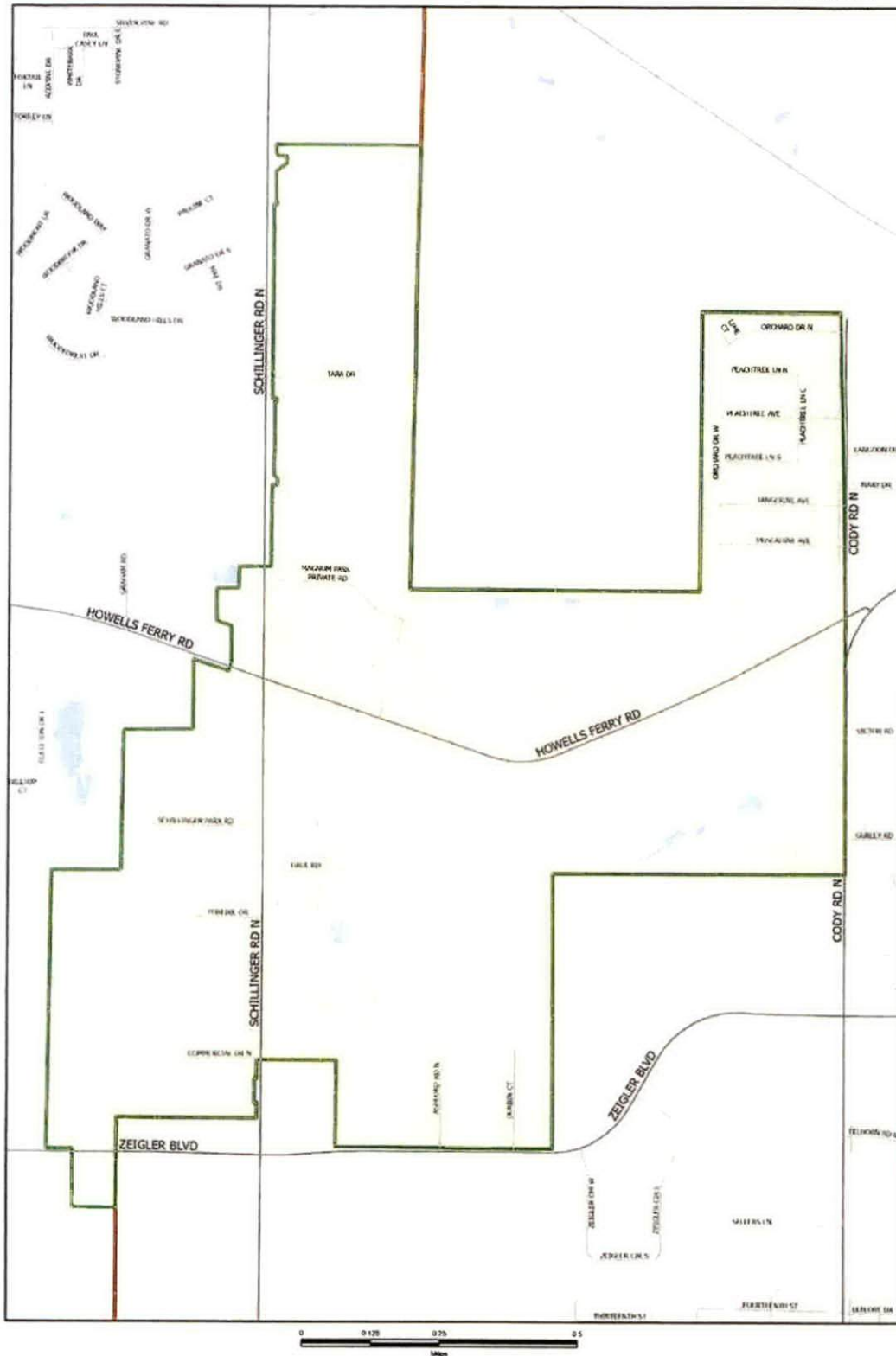


SERVICE AREA 1 Cottage Hill Service Customers = 5,000 + 448 mobile homes
 Page 2 of 4

Area
Mobile Corporate Limits



Print Date: 5/1/2023



SERVICE AREA 3 Orchard Estates **Service Customers =216+32 mobile homes**
Page 4 of 4



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)



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB 5828
Residential Garbage and Trash
Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

1. How many door-to-door (backdoor services) customers are there now?

Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

Answer: The City holiday schedule can be found at this link:
<https://www.cityofmobile.org/holiday-schedules>.

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, \$1,000,000.00 commercial general liability, \$1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

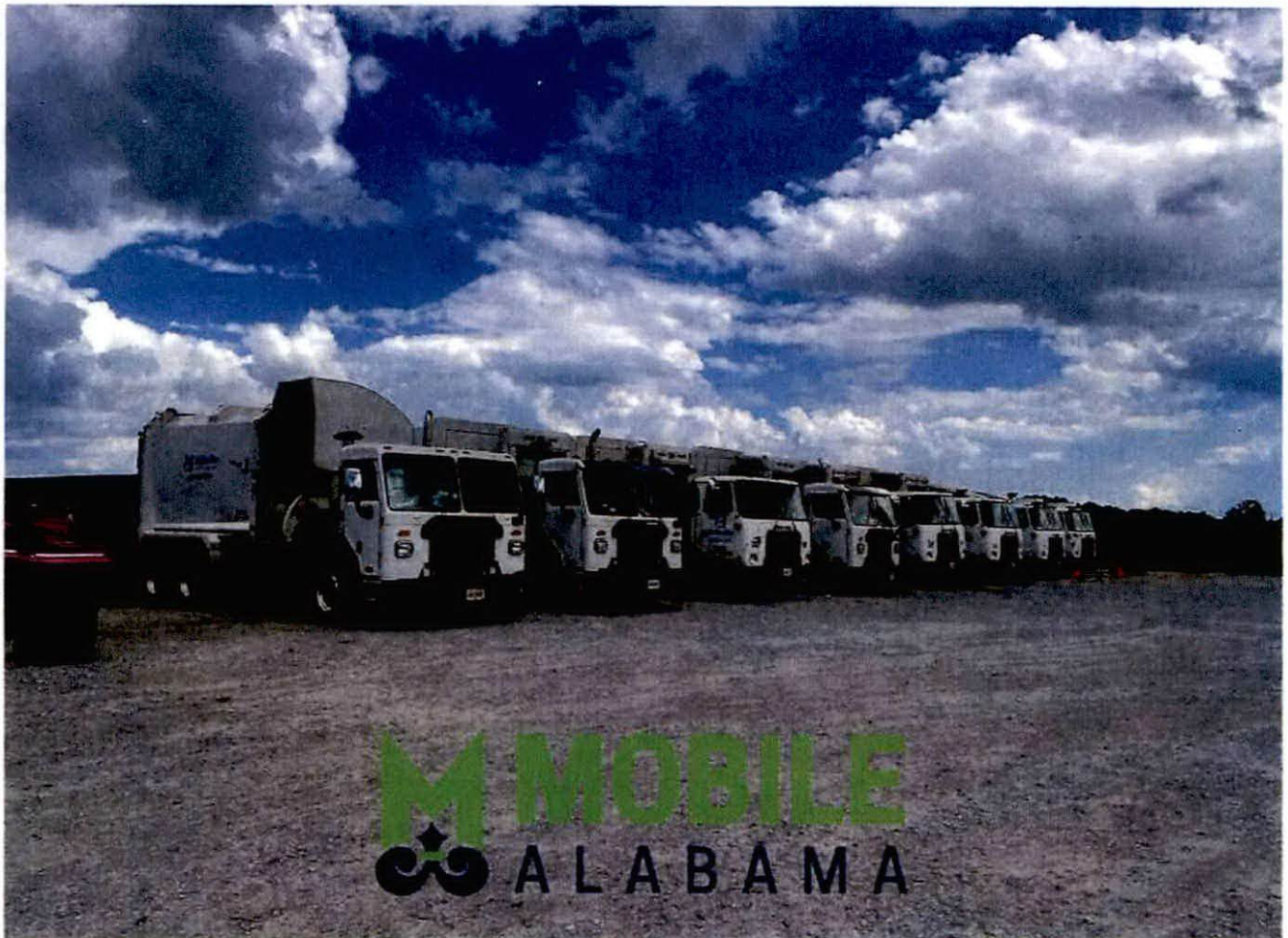
18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.



SEALED BID

RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES



SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Postal Service Does Not Deliver to This Street address

This is Not an Order

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

Typed by: en

Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/20/2023	5828	Public Works	As Directed

This bid must be received and stamped by the Purchasing office not later than:

12:01 PM, Thursday, August 10, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES The City of Mobile ("City") is seeking bids to select a Contractor to perform residential garbage and trash collection and disposal services for approximately 6,658 homes ("Customers") in three areas listed on the maps in Exhibit A. Bids are due by mail or delivery, received by the City by 12:01 pm, August 10, 2023, to the following location: Government Plaza, 205 Government St, South Tower, Purchasing Dept, 4th Floor, Room S-408, Mobile, AL 36644. The service areas were annexed into the City by citizen election on July 18, 2023. The City is issuing this request for bids on the expectation that contract award will be made not later than September 1, 2023, with service to begin by October 1, 2023. Contract award shall be made to the responsive and responsible bidder submitting the lowest total monthly unit pricing per residence/Customer for all services in all areas. The initial term of the contract shall be for a period of three years. City has the discretion to award all, some, or none of the areas. City will have the option to terminate for non-performance with notice and 30-day opportunity to cure performance defects. Contractor may be required to provide City a performance bond upon notification of intent to award equivalent to award value of two-months of service. Vendors are to price their bid both with and without a performance bond. City has the exclusive discretion to select the lowest price option most advantageous to the City.					
	Page 1 of 2		TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

Phone Number 251-404-7923

Email Address kenneth@a1mcduffiesanitation.com

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

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

Firm Name A-1 McDuffie Sanitation LLC.

Signature *Kenneth Havens*

Type or Print Name Kenneth Havens

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs. Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

Page _____ of _____

1313

**CITY OF MOBILE BID
RESIDENTIAL GARBAGE AND TRASH COLLECTION SERVICES**

A. CONTRACTOR QUALIFICATIONS

1. The nature, scope, and timeliness of the performance the City expects of the Contractor require a degree of qualification, experience, and capacity existing at the time of Bid award. The use of the term "Contractor" here shall apply to all subcontractors unless specifically excepted.
2. Contractor shall have all required licenses and permits, to include a City of Mobile business license and permit for collection and transportation of solid waste.
3. Contractor shall have at least five years' experience in scheduled municipal solid waste and trash collection services.
4. Contractor must have a base of operations within Mobile County and must currently be providing residential services in at least one of the mapped areas.
5. City has the option in its sole discretion to require from Contractor, at contract award, a performance bond acceptable to the City, equal in value for two months of service for the agreed upon number of Customers at the unit pricing indicated in the bid.
6. Contractor shall have the capacity at bid award to complete the work requirements of this bid. This requirement may include the use of subcontractors and Contractor capacity to supervise the work of subcontractors.
7. Contractor will be required to indemnify the City and carry the City as an additional insured in adequate amounts to be determined by the City for general commercial and umbrella liability, automobile liability, and workers compensation.
8. Contractor will be required to comply with federal and Alabama immigration law and enroll in E-Verify.
9. Contractor will be required to not 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.
10. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. PERFORMANCE AND SCOPE OF WORK

1. The work under these specifications shall be for the regular scheduled service of residential properties within the mapped areas, or some subset of the mapped areas, for once-per-week collection of curbside residential garbage (defined in 2.g.1 below) and every-other-week collection of residential trash (defined in 2.g.2 below) and transport and disposal at the designated disposal locations. locations: Contractor must transport and dispose of garbage at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. Contractor must transport and dispose of trash at the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695.

2. General Performance Expectations. Contractor will provide service according to the definitions and standards found under the current City provided garbage and trash service. Contractor is to provide all resources to complete the service, except as otherwise listed as a City responsibility below.

a. Contractor must provide the service in a reliable, professional, courteous manner, with qualified, uniformed crews and marked, well-maintained, professional and attractive equipment adequate to provide efficient service on narrow residential and busy commercial streets in proximity to vehicles, poles, sidewalks, mailboxes, other residential structures, and overhanging lights, wires, trees, and vegetation. Excessive accidents, damage, spillage, missed Customers, unreliable service, or otherwise poor service that does not reflect well on the City will be cause for termination. The professionalism required includes Contractor interactions with City staff, Customers, pedestrians and motorists, and disposal site operators. City will approve Contractor proposed uniform and markings.

b. Contractor must provide local management immediately responsible for Contractor operations and responsive to City communications.

c. Contractor must take reasonable care to limit spillage, and must clean up or immediately report to the City all significant debris or spillage left by Contractor operations.

d. Contractor will provide service only for single family residences and multi-family residences of four units or less within the designated service area. The total approximate number of individual residences is **6,658**. The maps in Exhibit A break out the numbers by Map Area. For billing purposes, City and Contractor will agree upon the specific number of residential service stops, which may be updated as necessary upon mutual consent of City and Contractor. City shall have the final say on number of service stops for service and billing purposes.

e. Contractor must collect garbage left by Customer in City-provided and marked 96-gallon carts at an accessible curbside location when Contractor passes the residence on route day. Contractor must empty no more than two such carts at each residence.

f. Contractor must provide door-to-door cart services for residences specified by the City, which includes retrieval of the full cart from an accessible position immediately adjacent to the residential structure, emptying of the cart, and return of the cart to the original location.

g. Contractor should refuse service for Customers with non-compliant waste that fails to adhere to the following rules.

(1) For household garbage service, contents must fit in the provided garbage cart. Contents should not include construction materials, metal, concrete, sod, sand, dirt, rocks and plaster, and should not contain hazardous waste, hot ashes, flammable products, chemical products, liquid paint, toxic materials, automobile parts, batteries, or dead animals.

(2) For trash service, contents must consist only of tree limbs, tree/yard debris, discarded furniture and bedding. Trash piles may consist of loose materials not exceeding two cubic yards.

h. Contractor will refer Customers for whom Contractor denies service, or when Customers request additional service such as a second cart, additional trash service beyond the two cubic yard amount, or pickup of electronics or appliances, to the City for resolution and City follow-up communication and scheduling with Customer for City crew service. City will work with Contractor to implement an efficient Customer-responsive process for these services.

i. Contractor will courteously receive Customer complaints or claims and has the discretion to immediately resolve the complaint to Customer's satisfaction or timely refer the complaint to the City.

3. Route Planning and Management. Contractor will develop and provide for City approval a route plan for once-per-week residential garbage pickup and every-other-week residential trash pickup. Residences must be provided service on the same day of the week during the service week to provide customer predictability in receiving service. Contractor may vary the time of service at any residence during the route service day as necessary to accommodate efficient Contractor operations. Contractor will be required to obtain City approval for any changes to route plans.

a. Contractor will immediately notify City of any deviation from scheduled route service.

b. Contractor will schedule regular route service to occur between the hours of 6:00 am and 5:00 pm, Tuesday through Friday, consistent with other regular City scheduled service. Monday and Saturday service may be used as backup/makeup service days when necessary and approved by the City.

c. Contractor will be required to observe the holidays and make-up days that City crews observe to simplify messaging for City customers, unless the City otherwise specifically approves alternate Contractor route scheduling.

d. Contractor will be required to use the City's work order system (currently Nexgen).

e. Contractor will have a functional video capture system to document for City review service performance, skipped pickups, or other service issues.

f. City may, in its discretion, at mutually agreeable rates and within the capacity of Contractor, task Contractor for additional pickup and disposal services.

g. City may request Contractor performance of more frequent route service on any or all of the scheduled routes, dependent upon Contractor capacity to perform. City agrees to pay prorated additional per-month rates for increased frequency. For example, if transition from every-other-week to weekly trash service results in five vs two service visits, and Contractor's monthly trash pickup rate for the two visits is \$10 for that month, Contractor's prorated amount per visit is \$5, and Contract may charge an additional \$15 for the three additional service visits that month.

4. Reports. Contractor will report the following to the City on a mutually agreed upon schedule and format:

a. Disposal site tipping visits and amounts.

b. Residences not serviced due to resident non-compliance with cart curb placement or other issues.

c. Damages caused by operations, including claims, reports, diagrams, photos, settlements, or amounts.

d. Significant issues, mishaps, customer complaints.

5. City Obligations. City will provide the following:

a. A City point of contact for all Contractor performance issues.

b. Purchase and deployment of new 96-gallon plastic roller garbage carts to all collection residences.

c. List of all residences to be collected by Contractor, to include any residents that need special door-to-door cart placement service and any residents with more than one cart per residence.

d. Deployment of additional and replacement carts as requested by Customers.

e. Disposal fees and locations. City will pay for all disposal fees directly to the disposal site. For garbage, Contractor must transport to and dispose at the Waste Management transfer station at 4770 Hamilton Blvd, Theodore, AL 36582. For trash, Contractor must transport and dispose to the Dirt Inc. landfill at 8081 Cottage Hill Rd. Mobile, AL 36695. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. Contractor must be especially careful to not intermix City garbage

and trash with non-City -sourced garbage and trash in Contractor loads billed to the City. Contractor will be required to work with City to ensure accurate reporting and billing of disposal fees.

f. All Customer notifications regarding service holidays, service and schedule changes, and policies.

g. A 311 Customer reporting system for service requests, comments, complaints, and a work-order software system (currently Nexgen) for communicating tasking.

h. Tasking to Contractor for any service issues or changes.

C. INVOICING AND PAYMENT

1. Invoicing. Contractor shall invoice the City monthly at monthly unit pricing for the agreed upon number of Customer residences on the service list.

a. Contractor will bill monthly garbage pricing for weekly garbage service and monthly trash pricing for every-other-week trash service.

b. Contractor may bill per every listed Customer regardless of service denial or whether any individual customer uses the garbage or trash service on any particular pickup day.

c. Contractor will bill City for Customers with two carts the same amount as Customers with one cart.

d. Contractor will bill for Customers with door-to-door service at the same rate as curbside service customers.

e. Should City task additional services, or additional frequency of pickup, Contractor will itemize such additional charges at agreed upon pricing.

2. Payment. City will promptly review invoices for accuracy and compliance for work performance requirements. The City reserves the right to require additional work to comply with work standards or additional documentation before payment of any invoice. Failure to so document will result in payment delay.

D. BID SUBMISSION REQUIREMENTS

1. Submission Date and Time. Bidders must submit a complete package with all required documents and signatures to arrive at the prescribed bid receipt location not later than the bid due date and time. Late bids will not be accepted.

2. Completeness. Incomplete or inaccurate bids may result in disqualification at the

discretion of the City.

3. Items to be submitted: Failure to provide the items required below will render a Bid as non-responsive. Determination as to whether a Bid is sufficiently responsive will be at the complete discretion of the City.

a. Documentation of Experience and Qualifications. City must ensure Bidder has the requisite qualifications and experience to perform the work expected under the Contract. City retains the right to conduct additional inquiries, request additional information in to supplement or validate the information provided below. City retains complete discretion to assess Bidder's qualifications and experience to consider Bidder as Responsible. Bidder must provide the following documentation:

1. Basic information regarding company name, state of incorporation or organization, and key responsible persons to be involved in contract work performance.

2. Information demonstrating at least five years of experience in municipal garbage and trash collection services, to include dates, customer, and nature of services performed. Indicate also where in the designated Service Areas the bidder currently provides residential garbage or trash services.

3. A list, including description, of supporting equipment owned or on long-term lease.

4. A plan for how Contractor intends to schedule and perform the work required for all areas with Contractor's equipment and personnel.

5. How Contractor will employ subcontractors, if any.

6. Other relevant contractor qualifications and certifications.

b. Bid Sheet. Contractor must complete and the bid amounts for unit monthly pricing, per Customer/residence, for:

1. Weekly garbage service.

2. Every-other-week trash service.

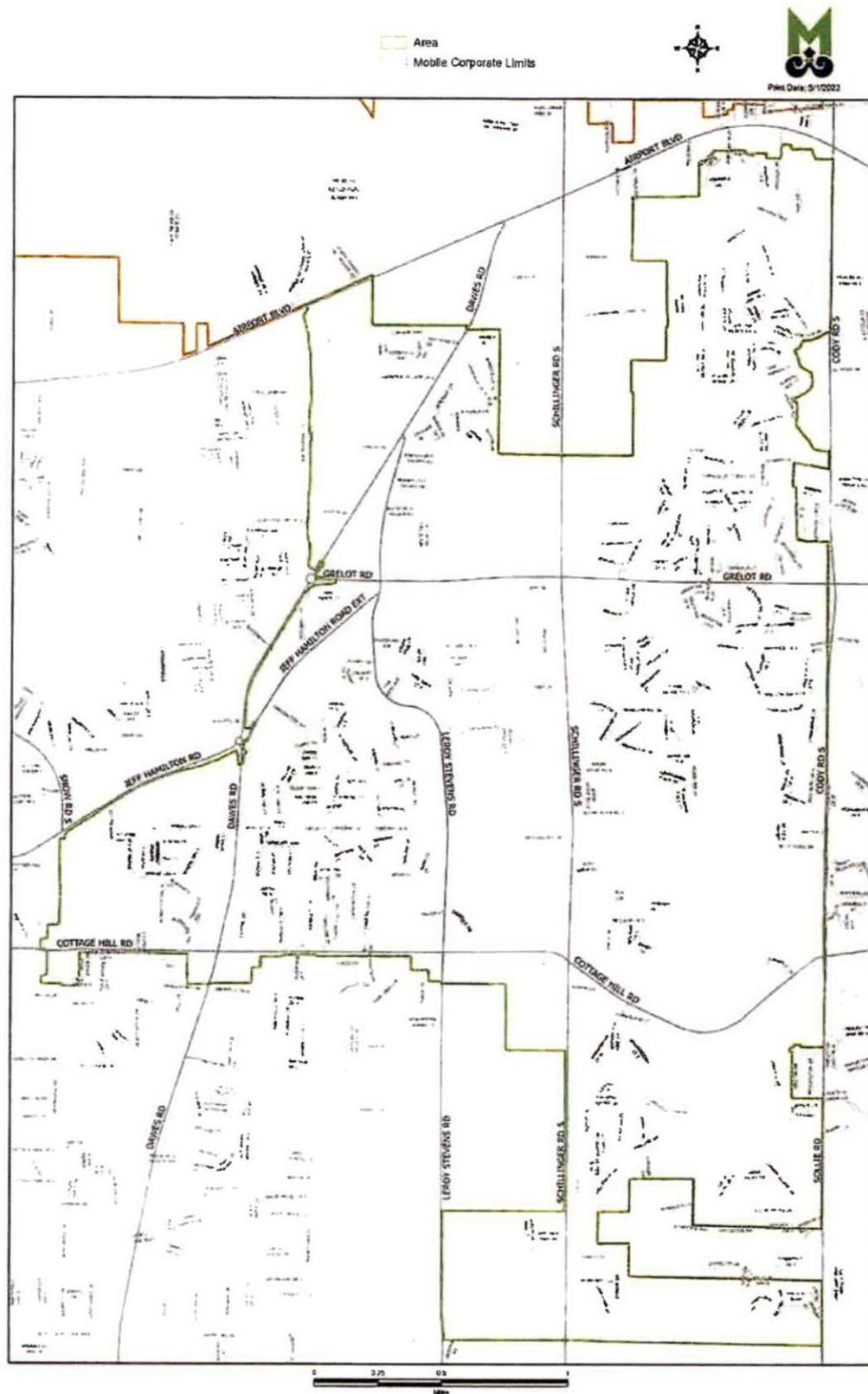
3. Weekly garbage service incorporating performance bond.

4. Every-other-week trash service incorporating performance bond.

c. Signature and Certification of acceptance of Bid terms. All Bidders must sign and date bid where indicated

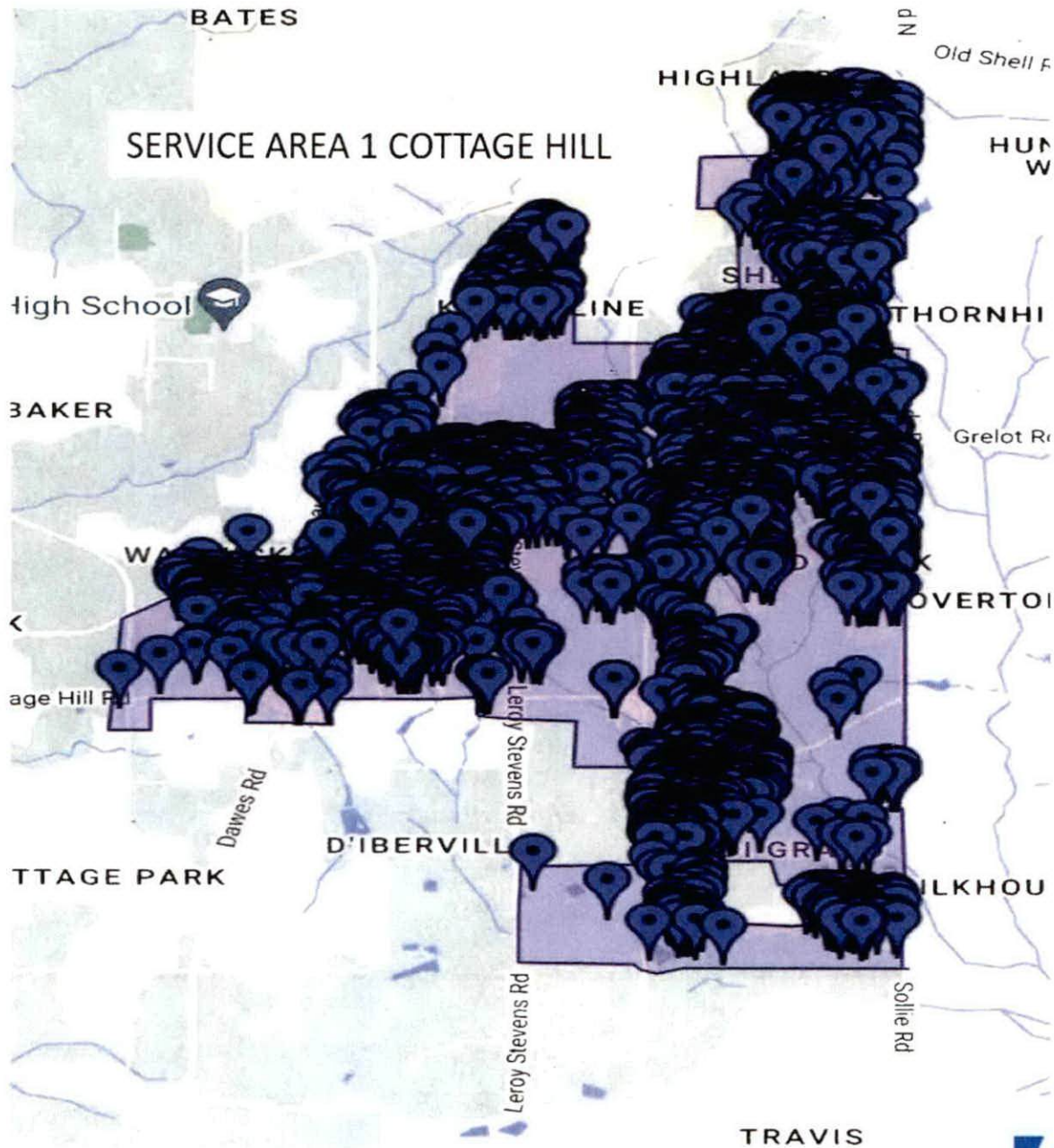
E. BID SELECTION PROCESS

- 1. Selection.** City will select the responsive Bid from the responsible Bidder with the lowest total monthly unit garbage and trash pricing (either with performance bond reflecting two months of service for the number of Customers, or without performance bond, at the City's discretion) for award. City reserves the right in its sole discretion to conduct additional inquiries, conduct interviews, or to reject all Bids.
- 2.** City retains the sole discretion to determine whether a bidder has the capacity and capability to perform the required service, and to disqualify any bidder that the City in its sole and exclusive discretion, determines to not be qualified to perform the required service.
- 3.** City may at its sole discretion award a backup, contingency contract to the second lowest responsive and responsible bidder, to provide additional backup garbage and trash residential pickup services to supplement Contractor services.
- 4. Contract.** City will expect Bidder to enter into a three-year contract under the terms and pricing agreed to. The Contract will be subject to approval by City Council and signature by the Mayor.
- 5. Performance.** City expects to Contract to begin service within 30 days of contract award, but not later than October 1, 2023.



SERVICE AREA 1 Cottage Hill Service Customers = 5,000 + 448 mobile homes

M MOBILE ALABAMA

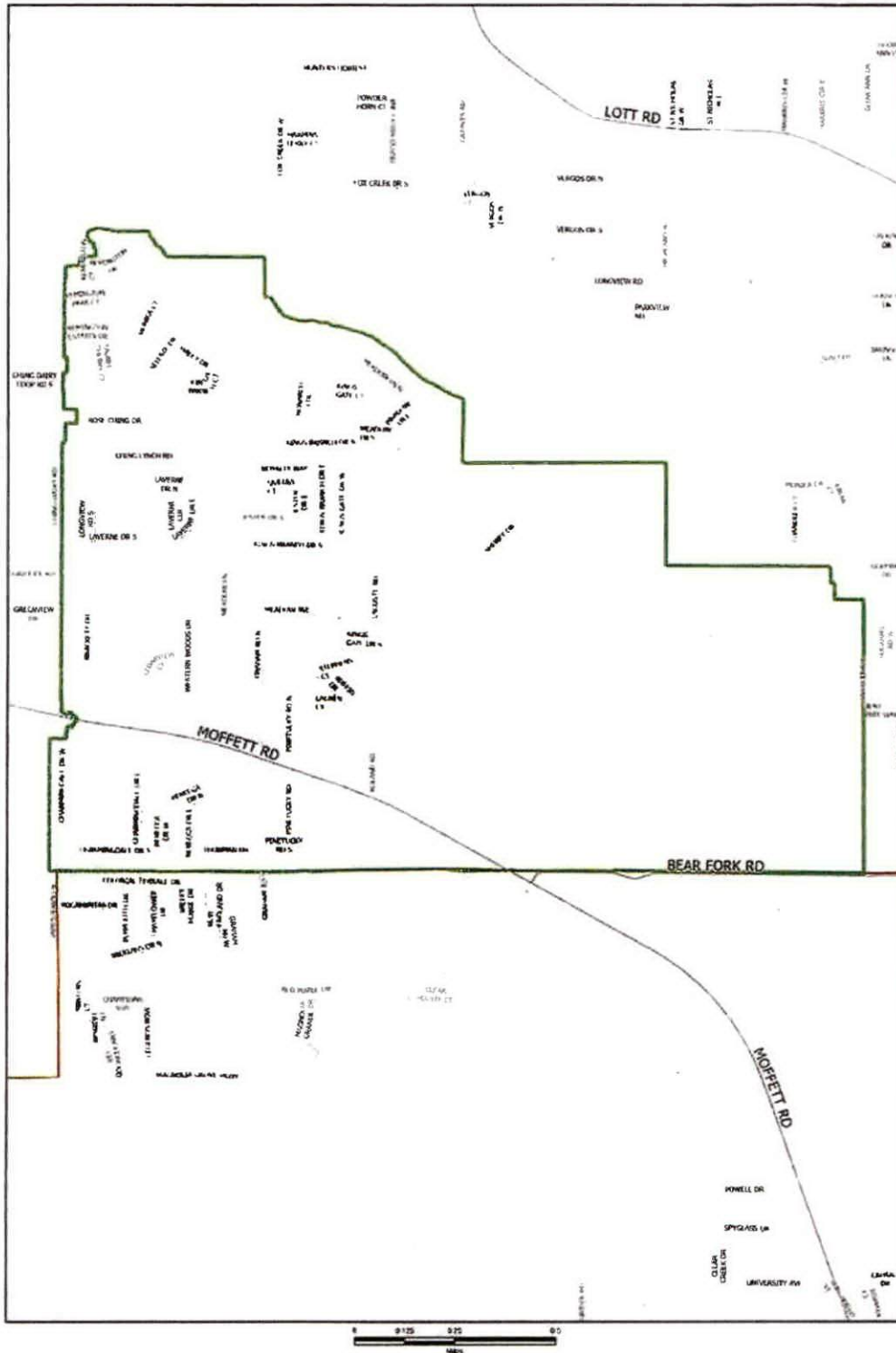


A-1 McDuffie Sanitation is currently servicing 2459 homes **TWO TIMES** a week in Cottage Hill Area 1





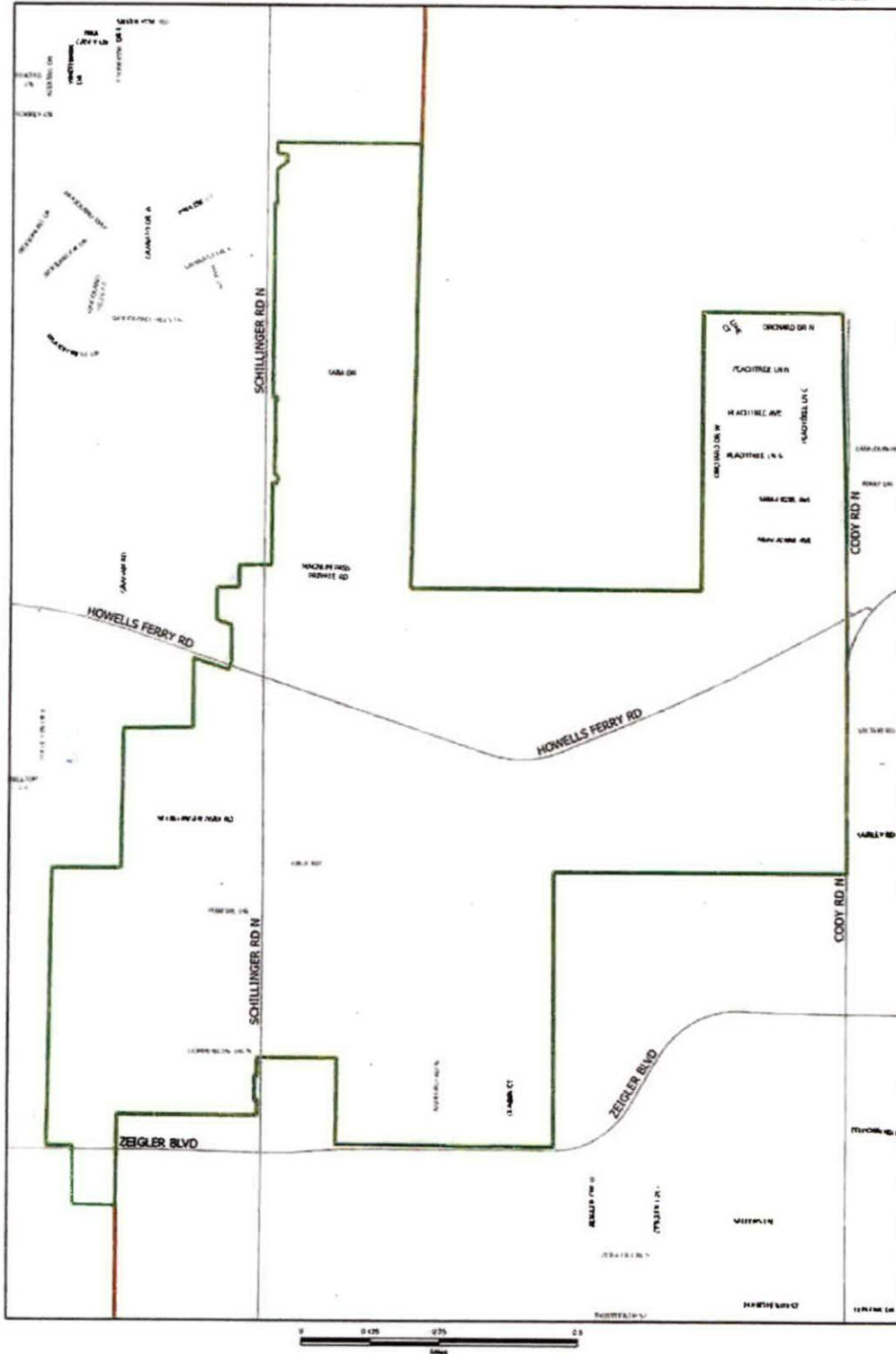
Print Date: 5/1/2023



SERVICE AREA 2 Kings Branch Service Customers = 962



Print Date: 5/1/2023



SERVICE AREA 3 Orchard Estates **Service Customers =216+32 mobile homes**



SERVICE AREA 2 KINGS BRANCH



A-1 McDuffie Sanitation is currently servicing 144 homes King's Branch

SERVICE AREA 3 ORCHARD ESTATE



A-1 McDuffie Sanitation is currently servicing 1 home in the Orchard Estates





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)



City of Mobile
Request for Bids (RFB)
Addendum 1 to RFB 5828
Residential Garbage and Trash
Collection Services

A. The City of Mobile is seeking bids for residential garbage and trash collection services. The City is providing this Addendum 1 in response to questions received regarding the original RFB and to clarify RFB specifications. The full contents of the original RFB, and any subsequent Addenda to this RFP may be found on the City Bid page at <https://www.cityofmobile.org/bids>.

B. The due date for submitted written proposals remains 12:01 pm August 10, 2023.

C. The following paragraph is added after the first paragraph on page 2 of 2 of the Bid Continuation sheet:

"The City reserves the right to accept or reject any Bid, to accept a Bid containing variations from these specifications if the Bid so merits, to negotiate a Bid with the lowest qualified bidder prior to acceptance, and to accept partial Bids. The City also reserves the right to waive any formality in any bid, to accept the best bid for the City as determined by the City, or not to enter into any contract as a result of this bid invitation."

D. Paragraph A.3, Contractor Qualifications, is amended to read:

"Contractor shall have at least five years' experience in scheduled municipal solid waste OR trash collection services. This experience is not required to be as a contractor for a government entity. The service must however be provided to residential customers in urban and suburban settings."

E. Paragraph A.4, Contractor Qualifications, is amended to read:

"Contractor must have a base of operations within Mobile County. A staffed office, warehouse, staging yard, or similar facility qualifies. Contractor must have had current contracted residential service (garbage and/or trash) customers in one of the three annexed areas on July 18, 2023, the date of the Annexation election."

F. QUESTIONS AND ANSWERS. The following are questions that have been received and City responses to those questions. The questions are included generally

as received where the City determined that an answer to all potential proposers was merited. Where you remain unclear or uncertain of the City's requirements, please use your judgment as to the City's intent, and state any questions or assumptions you made in interpreting the City's RFB.

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Answer: None as the City is not currently providing service to these customers.

2. How many 2nd cart customers will the Contractor be required to serve?

Answer: The City is not currently providing service to these customers, so cannot provide a quantity, but Contractor will be required to serve as many Customers as request and pay for a second cart from the City.

3. Can the City provide a customer list?

Answer: No. A customer address list will be generated after bid award. See paragraph B.5.e.

4. Does Trash and Garbage have to be serviced on same day or can they be serviced on different days for a residence.?

Answer: They can be serviced on different days of the week for the same customer.

5. What are the Holidays that the city recognizes?

*Answer: The City holiday schedule can be found at this link:
<https://www.cityofmobile.org/holiday-schedules>.*

6. How does the City expect the Contractor to use the NEXGEN system?

Answer: This system is still under implementation and Contractor engagement with it will be negotiated during contract period. The City expects that it will provide the Contractor a NEXGEN account and will both provide trouble tickets to the Contractor through the software, and receive both Contractor trouble tickets and resolution reports through the software.

7. How will the City intend to address force majeure issues, such as major storms, in working with the Contractor?

Answer: Paragraph 3 anticipates that route schedules may need to be adjusted, and allows for Contractor to obtain City approval for changes to route plans.

8. What are the insurance requirements?

Answer: Specific terms to be worked out with selected Contractor, but expect these minimum limits: statutory Worker Compensation, \$1,000,000.00 commercial general liability, \$1,000,000.00 auto liability.

9. Is a Bid Bond required?

Answer: A bid bond is not required.

10. What qualifies under the City's requirements in paragraph A.4. that Contractor must have a base of operations in Mobile County and must currently be providing residential services in a least one of the mapped areas?

Answer: See paragraph E above.

11. May a Contractor use a different transfer station located within the City of Mobile for garbage as long as the final destination is the Chastang landfill?

Answer: Contractor may propose an alternate transfer station, but the City cannot guarantee it will be able to accept an alternate transfer station to Waste Management's Hamilton Road transfer station.

12. In paragraph B.3.(g), the specification says that the City may ask for more frequent pickup services. What type of advanced notice would the City intend to provide the Contractor, and what duration would be expected?

Answer: The City has no specific intention to incorporate increased service levels for any extended period, but could envision them for a few weeks for unique circumstances. The City would provide ample notice and work within Contractor's capacities.

13. Paragraph B.2.i requires that the Contractor will courteously receive Customer complaints or claims and has discretion to immediately resolve the complaint to Customer satisfaction or timely refer the complaint to the City. How does the city see this working?

Answer: The City expects that the Contractor will have some direct interaction with Customers during service runs and wants the Contractor to engage where appropriate and provide responsive services for simple requests. The City expects Contractor to forward any complex, not easily completed, or outside of policy requests to the City for resolution with the Customer.

14. The City retains the discretion to direct Contractor to alternate disposal locations within Mobile County should the City, in its sole discretion, determine the need to do so. What type of notice will we have? If the City were to change the disposal site to be Chastang for example, that would require additional assets and labor. Will there be a mutually agreed timeframe to mobilize for increase and will it be long or short term?

Answer: The City does not intend to change current disposal sites, but could be required to by its recipient contractors. The City would provide as much advanced notice as possible and would collaborate with the Contractor on any change to disposal locations and potential required rate or schedule adjustments.

15. Will there be an opportunity for a rate adjustment during term of contract?

Answer: No, absent substantial change in performance expectations or market conditions, the City expects bid rates to remain fixed for the contract period.

16. Would the city consider moving bid due to August 17, 2023?

Answer: No. The City is on a short timeline to begin service for these areas.

17. Paragraph A.3 states that a bidder must have at least 5 years' experience in scheduled municipal solid waste and trash collection services. Does this mean that a bidder must have worked independently in a municipality or that a bidder must have worked under a franchise agreement to provide solid waste service to a franchise?

Answer: This means the bidder must have experience providing scheduled residential garbage service in a municipal (urban or suburban) setting. The service does not have to be contracted with a governmental entity, and can be contracted directly with residential customers. See also paragraph D. above.

18. How will the City expect Contractor to service trailer parks?

Answer: The City will expect service only to trailer homes on a municipal right-of way, or for carts placed on the right-of-way from a trailer park.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

A-1 McDuffie Sanitation LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4102 Azalea Park Ct

6 City, state, and ZIP code

Semmes, AL 36575

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

20 - 2542964

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **7/25/2023**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

If the entity/person on line 1 is a(n) ...	THEN check the box for ...
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(h)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Jim Bennett, 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:

A-1 McDuffie Sanitation, LLC

This name reservation is for the exclusive use of Rockwell & Kaufman, LLC, P.
O. Box 2104, Mobile, AL 36652 for a period of one year beginning October 03,
2013 and expiring October 03, 2014



RES638355

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 03, 2013

Date

A handwritten signature in black ink, appearing to read "Jim Bennett", is written over a horizontal line.

Jim Bennett

Secretary of State

CITY OF MOBILE BUSINESS LICENSE

Mobile, Alabama

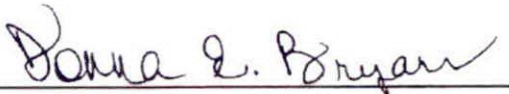
POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

A-1 MCDUFFIE SANITATION LLC T7
4102 AZALEA PARK COURT
SEMMES AL 36575

YEAR	LICENSE NO.
2023	94847
ISSUED	EXPIRES
4/11/2023	12/31/2023

562111 GARBAGE DISPOSAL SERVICE(S) - GROSS RECEIPTS
562113 GARBAGE DISPOSAL - # OF TRUCKS - \$25 EA



Donna G. Bryars, Revenue Director
City of Mobile Revenue Department

www.cityofmobile.org/revenue



A-1 MCDUFFIE SANITATION LLC
PO BOX 1995
SEMMES, AL 36575-1995

1 T1 P41

ALABAMA DEPARTMENT OF PUBLIC HEALTH

Mobile County Health Department

02-14
Permit Number

ANNUAL SOLID WASTE COLLECTOR PERMIT

KENNETH HAVENS

is hereby permitted

Owner's Name

to engage in the business of collecting and hauling solid waste, and this permit is issued to

A-1 McDuffie Sanitation

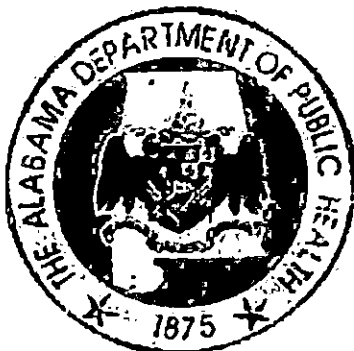
Business Name

located at

4102 AZALEA PARK COURT, Semmes, AL 36575-

pursuant to Section 22-27-5, Code of Alabama, 1975, as amended, and the Rules and Regulations of the State and County Boards of Health. This permit is issued and is valid for the period of no more than one year and shall expire when annual licenses are due, unless otherwise suspended or revoked.

This permit number shall be displayed upon each collection vehicle with the collector's name and phone number with lettering at least 3 inches high. Permit is non-transferable and shall become invalid upon a change of ownership. Permit is valid only in county of issuance and as specified on the permit.



Date Issued: 9/27/2022

Expiration Date: 9/30/2023

Ted K. McNeil
County Public Health Environmentalist

Kevin P. Michaels, MD, MPH, FACOEM

County Health Officer

ALABAMA DEPARTMENT OF PUBLIC HEALTH

Mobile County Health Department

02-14
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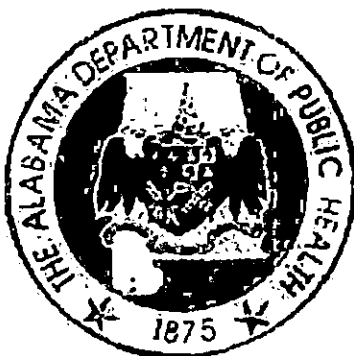
A-1 McDuffie Sanitation LLC

Business Name

located at 4102 AZALEA PARK COURT, Semmes, AL 36575-

pursuant to Section 22-27-5, Code of Alabama, 1975, as amended, and the Rules and Regulations of the State and County Boards of Health. This permit is issued and is valid for the period of no more than one year and shall expire when annual licenses are due, unless otherwise suspended or revoked.

This permit number shall be displayed upon each collection vehicle with the collector's name and phone number with lettering at least 3 inches high. Permit is non-transferable and shall become invalid upon a change of ownership. Permit is valid only in county of issuance and as specified on the permit.



Date Issued: 11/12/2021

Expiration Date: 9/30/2022

Theresa E. Miller 874551P
County Public Health Environmentalist

Bernard H. Eichold III, MD

County Health Officer

OUR STORY & TIMELINE

THE ROOTS OF MCDUFFIE SANITATION

A-1 McDuffie Sanitation, was founded by my grandparents in 1998. I joined their venture in 2009. Over the past 20 years our company has evolved, but our core values have not changed:

- Honor God with all that we do.
- Healthy things grow.
- We're not a sanitation company, we're a people company that offers a sanitation service.



2017 – Started conversion over to automated side loaders

2018 – Completed transition into automation

2019 – Kenneth Havens completed purchase of 100% of A1 McDuffie Sanitation

2021 – Received City of Chickasaw residential contract
Purchased Dorris Richardson Sanitation
Provided emergency contract for residential service to the City of Prichard

2022 – Purchased Steve Charlton Sanitation
Purchased Armor Environmental LLC
Purchased Nicholas Sanitation

2023 – To date
Received City of Lucedale residential contract

LARGEST PRIVATE RESIDENTIAL REFUSE PROVIDER IN MOBILE COUNTY



WE ARE A PEOPLE COMPANY....



CANS FOR A CAUSE

Toy collections for Ronald McDonald house annually at Christmas.



WHY PINK?

KICK CANCER TO THE CURB

We love to see our bright pink cans lining the streets. Starting in 2014, we wanted to give our customers the option of a colored can with a purpose. We received our first shipment and announced our "kick cancer to the curb" pink breast cancer awareness cans. We donate \$5 from each can to the American Breast Cancer Society.



#WE BACK THE BLUE

Donations made from each can went to Family of the Fallen.

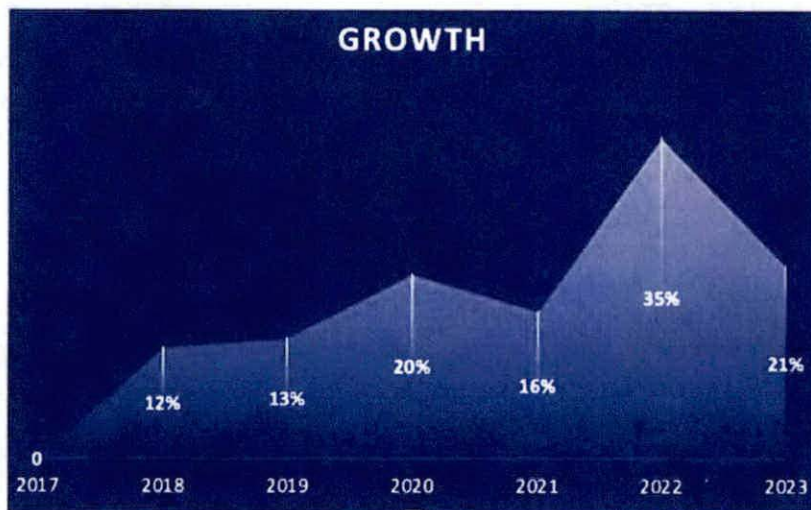
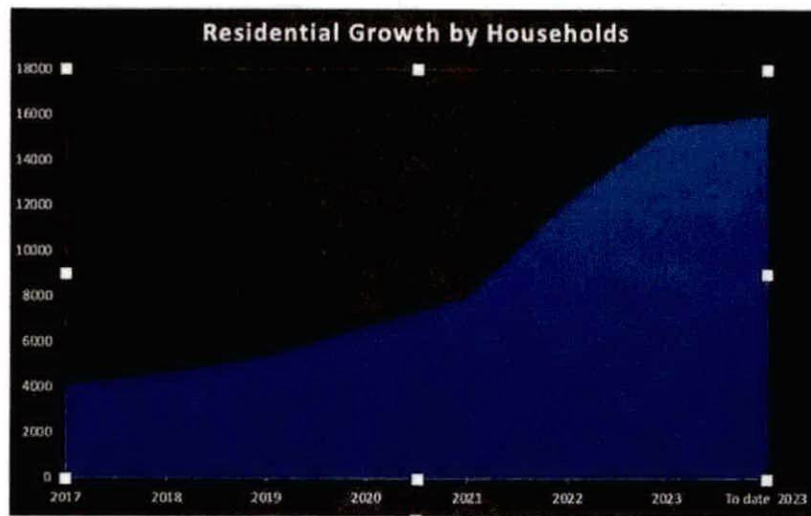


FLANDERS FIELDS

Annual donation based on roll off rental dumpsters.



GROWTH....



19.5% Y2Y Growth

LARGEST PRIVATE RESIDENTIAL REFUSE PROVIDER IN MOBILE COUNTY





INSURANCE

A-1 McDuffie Sanitation has the following insurance minimums. Insurance limits can be increased per the Cities request. Please find attached certificates of insurance for listed policies.

- General Liability - \$4,000,000.00
- Auto Liability - \$1,000,000.00
- WC - \$1,000,000.00
- Additional Umbrella Policy - \$3,000,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Portal Insurance 951 Government St Suite B Mobile AL 36604		CONTACT NAME: Kenneth Williamson PHONE (A/C, No, Ext): 251-418-4724 FAX (A/C, No): 251-264-3222 E-MAIL: bradley@saralandinsurance.com	
INSURED A-1 Mcduffie Sanitation, LLC DBA Armor Environmental, LLC 210 S. Washington Ave. Mobile AL 36602		INSURER(S) AFFORDING COVERAGE INSURER A: Sheffield Fund INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N N/A		600-2021-35146-00	1/1/2023	12/31/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 205 Government St Mobile AL 36602	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 <i>John K Williamson</i>
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ACORDTM CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/25/2023**PRODUCER**Stringfellow Agency LLC
2316 Knollwood Dr Ste A
Mobile, AL 36693

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**A-1 McDuffie Sanitation LLC
PO Box 1995
Semmes, AL 36575

INSURER A: Nautilus Insurance Co.

INSURER B: Progressive Specialty Insurance Co.

INSURER C: Gray Surplus Lines Insurance Co.

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	NN1440924	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
B	☒	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	02002448	04/06/2023	04/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C	☒	EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	GSL101252	04/06/2023	04/06/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Waste Management

CERTIFICATE HOLDERCity of Mobile
PO Box 1948
Mobile, AL 36633**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Erica Stringfellow

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Company ID Number: 381201



Client Company ID Number: 1492978

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the A-1 MCDUFFIE SANITATION, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the 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.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). 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. The Employer agrees to display the following notices supplied by DHS 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
2. 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.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:



Company ID Number: 381201

Client Company ID Number: 1492978

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 1-888-464-4218.

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 I-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.

5. 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.

6. 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 5 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

7. 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.



Company ID Number: 381201



Client Company ID Number: 1492978

8. 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.
9. The Employer must use E-Verify (through its 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.
10. 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.
11. 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. § 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).



Company ID Number: 381201

Client Company ID Number: 1492978

12. 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).

13. The Employer agrees that it will use the information it receives from E-Verify (through its 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 PINS 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.

14. 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 a E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 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.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), 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.

17. 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.



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18. 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.

19. 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.

20. 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.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The 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.

3. The 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.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The 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.



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6. The 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.
7. The 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.
8. The 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.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The 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 E-Verify Employer Agent will create E-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 E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The 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 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@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The 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 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.
15. The 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 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 E-Verify Employer Agent services and any claim to that effect is false.



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16. The 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.

17. The E-Verify Employer Agent 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 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.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the 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 E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the 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.



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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.



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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. § 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.



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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. HS 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.



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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.



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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 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 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.



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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 Employer 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 E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer'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 Employer, or a failure on the part of the Employer 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. 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 Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor 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 Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI 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 Employer, its agents, officers, or employees.
- C. The Employer 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



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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 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 Employer.

E. The Employer 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 E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, 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. **A-1 MCDUFFIE SANITATION, LLC** (Employer) hereby designates and appoints **Employee Liability Management, Inc.** (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.



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Approved by:

Employer	
A-1 MCDUFFIE SANITATION, LLC	
Name (Please Type or Print) Devery Stallings	Title
Signature Electronically Signed	Date 01/20/2020
E-Verify Employer Agent	
Employee Liability Management, Inc.	
Name (Please Type or Print) Devery Stallings	Title
Signature Electronically Signed	Date 01/20/2020
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/22/2020



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	A-1 MCDUFFIE SANITATION, LLC
Company Facility Address	8639 HOWELLS FERRY ROAD Semmes, AL 36575
Company Alternate Address	8639 HOWELLS FERRY ROAD Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	202542964
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kenneth Haven
Phone Number 2514700700
Fax
Email kenneth@a1mcduffiesanitation.com



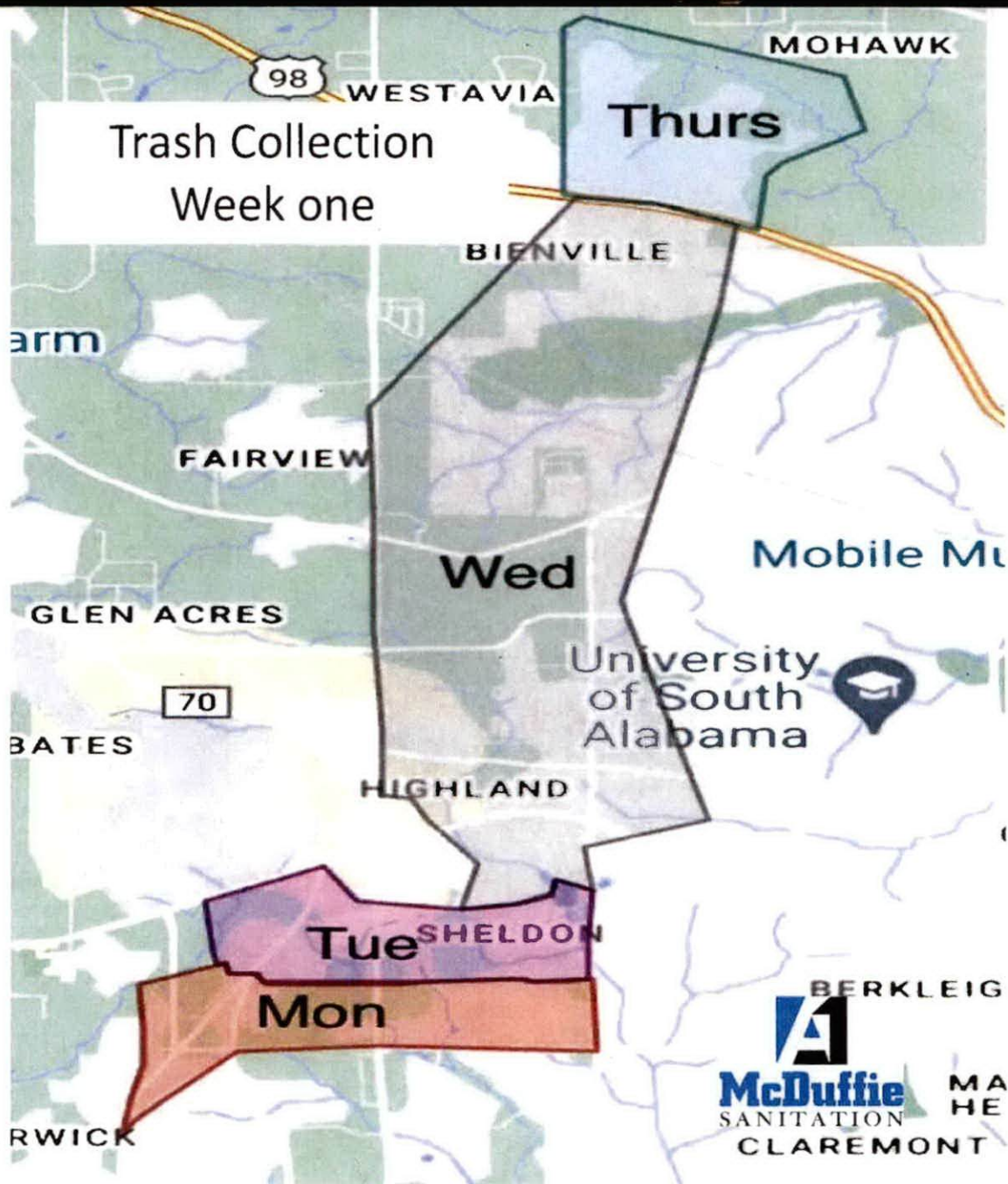
Company ID Number: 381201



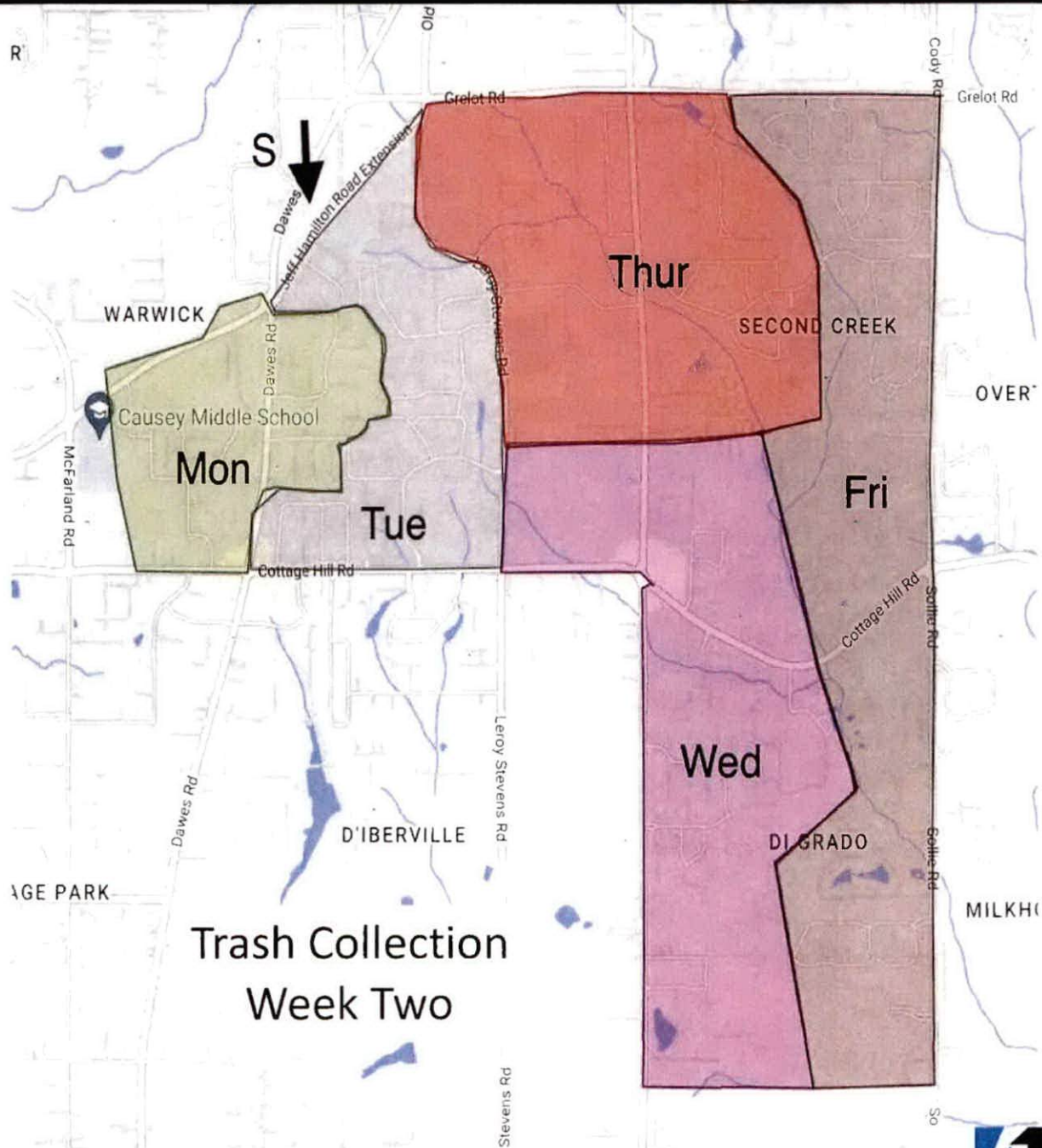
Client Company ID Number: 1492978

This list represents the first 20 Program Administrators listed for this company.





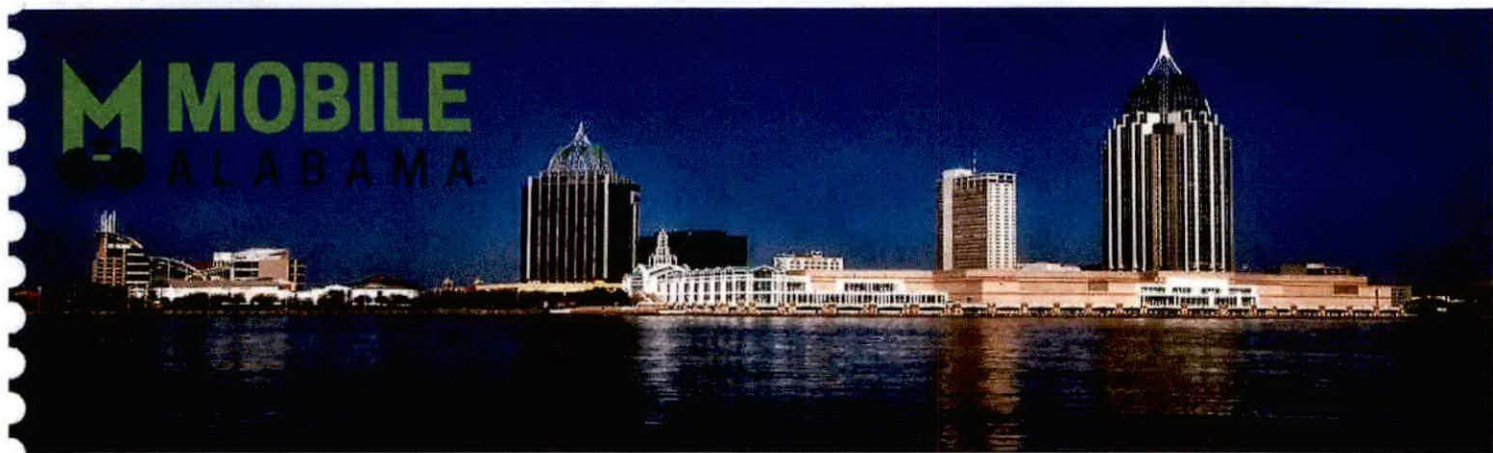
North of Grelot Rd Week One Trash Collection



Trash Collection Week Two

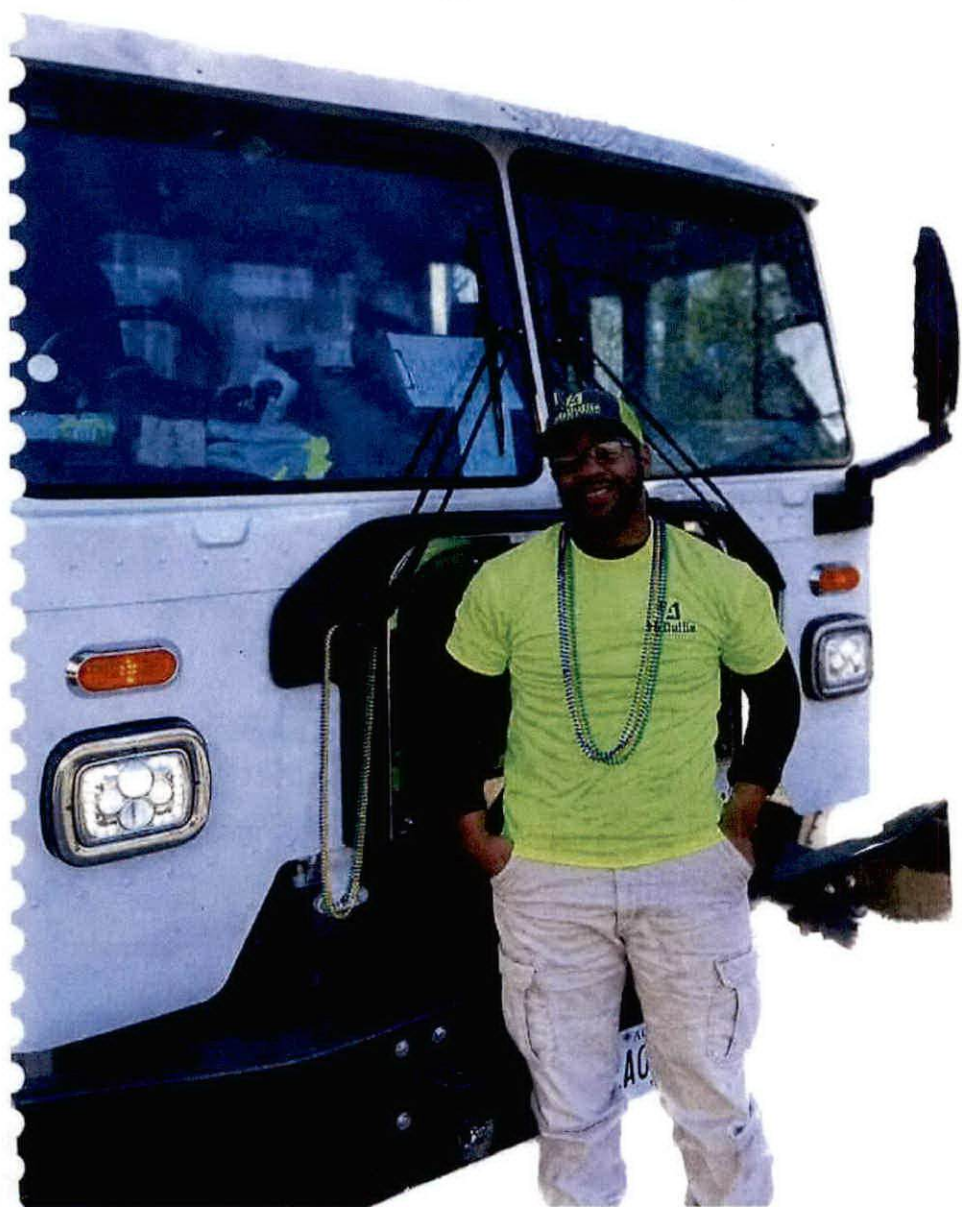
South of Grelot Rd Week Two Trash Collection





UNIFORMS

All driver will be well dressed in uniforms, ready to represent the City of Mobile in a professional manner.





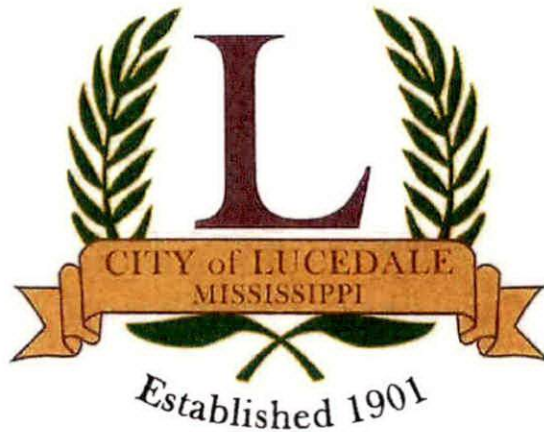
A-1 McDuffie Sanitation's Fleet

The following list is equipment that will used to collect waste for the City of Mobile

YEAR	MAKE/MODEL	BODY	VIN
2022	INTERNATIONAL HV607	NEWWAY REARLOAD	1HTEJMMML0NH285308
2021	MACK LR	NEWWAY SIDEWINDER ASL	3BPDJ0X5MF111369
2020	CHEVROLET CT44003	CART DELIVERY (BOX)	JALCDW160L7K02418
2018	PETERBILT 520	NEWWAY ROTOPAC ASL	3BPDJ0X1JF191412
2015	AUTOCAR XPD	NEWWAY SIDEWINDER ASL	5VCACRVF8FH218245
2021	PETERBILT 520	NEWWAY SIDEWINDER ASL	3BPDJ0X1MF111370
2021	PETERBILT 520	NEWWAY SIDEWINDER ASL	3BPDJ0X5MF111369
2021	DENNIS EAGLE	NEWWAY ROTOPAC ASL	1D92EGGB1MG791062
2021	DENNIS EAGLE	NEWWAY ROTOPAC ASL	1D92EGGB5MG791064
2023	INTERNATIONAL MV607	NEWWAY REARLOAD	3HAEUTAN9PL515688
2020	FREIGHTLINER M2	NEWWAY SIDEWINDER ASL	1FVHCYD26LHLW8276
2021	FREIGHTLINER 114SD	ROLLOFF/DEBRIS	1FVHG3FM5MHMU5114
2021	FREIGHTLINER 114SD	ROLLOFF/DEBRIS	3ALH3FM0MDMU3177
2011	PETERBILT 365	ROLLOFF/DEBRIS	1NPSL70X4BD133323

Additional Equipment on order with Sansom Equipment
that will be delivered 3rd Qt of 2023





The City of Lucedale
5126 Main Street
Lucedale, Mississippi 39452
601.947.2080

July 25, 2023
The City of Mobile
205 Government St
Mobile, Alabama, 36602

To Whom It May Concern,

It is with much enthusiasm that I am writing to recommend the services of A1 Sanitation. Here at the City of Lucedale, we have been working with Kenneth Havens and his team at A1 Sanitation since January 2023. We and our city residents have been, and continue to be, completely satisfied with their services and performance. Since accepting their contract, the waste needs of our community have been organized, secure, and monitored by their onboard scanning systems. There has been no conjecture regarding trash pick-up and The City of Lucedale is very happy to have contracted A1 sanitation. The City of Lucedale highly recommends and supports A1 Sanitation and thinks the company would be a notable success for The City of Mobile. If you have any further questions or would like to speak with us about our service, please feel free to contact us.

Sincerely,


City Clerk

5126 Main Street
Lucedale, MS 39452
Telephone (601) 947-2082



CITY OF CHICKASAW

224 N Craft Highway, Chickasaw, Alabama 36611 ~ (251) 452-6450

Post Office Box 11307, Chickasaw, Alabama 36671 ~ www.cityofchickasaw.org

August 8, 2023

Fellow citizens,

It gives me great pleasure to be writing this recommendation letter for A1 McDuffie Sanitation.

The City of Chickasaw transitioned to McDuffie Sanitations service in October of 2021. Previously, we were under contract with a well-known sanitation provider. Since switching to a locally owned and operated hauler, McDuffie has shown they can upkeep the performance standards of larger sanitation corporations, as well as offer an improved and more streamlined customer support process. This alone has changed the quality of service provided to our residents, and we are very pleased with such a positive change.

Kenneth and his team have been great to work with, they possess integrity, compassion, honesty, and responsibility. Here in the City of Chickasaw we are confident without reservation that A1 McDuffie Sanitation would be a great asset to the City of Mobile.

Please feel free to contact us should you have any questions.

Sincerely,

Barry Broadhead, Mayor



PUBLIC WORKS DEPARTMENT
2402 Rebel Road
Prichard, AL 36610
(251) 452-7841 Fax: (251) 452-3476
"The Look, The Feel, And The Act"

Jimmie Gardner
Mayor

TJ Pettway
Public Service Director
Fernando Billups
Asst. Public Works Superintendent
Reggie Rogers
Public Service Supervisor II
John Greggs
Public Service Supervisor I

August 8, 2023

To whom it concerns,

I am writing to highly recommend A1 McDuffie Sanitation for their exceptional work in the field of garbage and trash collection process. As Public Service Director in the City of Prichard, I have had the privilege of witnessing firsthand the significant contributions that A1 McDuffie Sanitation has made to our community.

A1 McDuffie Sanitation has demonstrated an unwavering commitment to maintaining cleanliness, improving sanitation standards, and reducing environmental impact through their efficient waste disposal practices. Their dedication to public and private partnerships has been instrumental in fostering strong collaborations that have greatly benefited our community.

One of the key strengths of A1 McDuffie Sanitation is their efficient garbage and trash collection process. They have implemented strategic planning, proper scheduling, and effective route optimization to ensure timely and reliable collection services. By utilizing modern waste management technologies and maintaining a well-trained team, A1 McDuffie Sanitation has consistently delivered an exceptional level of service.

Furthermore, A1 McDuffie Sanitation has been an invaluable partner in the collection process. They have provided exceptional support, whether it's through additional resources, equipment, or personnel, to ensure a smooth and effective garbage and trash collection system. Their dedication to optimizing the collection process has resulted in increased efficiency and improved overall service quality.

In conclusion, I wholeheartedly recommend A1 McDuffie Sanitation for any garbage and trash management initiatives. Their professionalism, dedication, and commitment to excellence make them an outstanding choice. Should you require any further information or have any questions, please do not hesitate to contact me.

Sincerely,

TJ Pettway, Public Service Director
City of Prichard

To: The City of Mobile

July 26, 2023

From: Tommie Andrews
2362 Carolina Ct.
Mobile, AL 36695

Re: Reference letter for A1 McDuffie Sanitation

To whom it may concern,

As you consider a private company to contract for the trash and garbage pickup for the newest annexed homes, I wanted to offer my highest endorsement for A1 McDuffie Sanitation. My home, as well as most of the homes located in the Chapel Hill neighborhood are currently serviced by McDuffie. Currently, I pay \$40 a month for two trash cans to be picked up twice a week, and I could not be happier with the service that they provide.

I just moved from the City of Hoover to Mobile in September. I lived in Hoover for over twelve years, and was happy with the pickup service they provided. I was used to having those services provided by the city through my taxes and was not looking forward to having to look for and pay for this service when I got down here. However, I did my research and found that A1 McDuffie was the most reliable, cost effective, and highly rated of all pickup services in my area of West Mobile.

I realize that I represent just one household of 6,500 in the newly annexed areas of Mobile. But I feel that everyone that is a customer of A1 McDuffie would agree that they do an exceptional job and are worth every penny. Feel free to contact me if you have any questions or would like for me to fill out a survey. You can reach me through email at tommie_andrews@yahoo.com or my cell phone at 251-709-0820. Thank you for your time.

Sincerely,

Tommie Andrews

Jeremy Baker
2388 Maple Dr
Mobile, AL 36695

Aug 3, 2023

To whom it may concern:

This is a recommendation for A1-McDuffie Sanitation to be awarded a contract with the City of Mobile for garbage and trash pickup.

I am a resident of the Cottage Hill corridor who voted "yes" on our annexation with the City of Mobile. Now that the annexation has successfully passed, I would like to recommend A1-McDuffie Sanitation as a potential contractor for garbage/trash pickup for the newly annexed areas. I have been a longtime customer of theirs and they are a reliable service provider that is always transparent about how they operate. It is my opinion that they would be able to adapt to any city requirements or standards required of them without issue.

Signed,

Jeremy Baker

RECOMMENDATION FOR MCDUFFIE SANITATION

I could not have been more pleased with McDuffie Sanitation since they became the garbage pick-up provider for our neighborhood. I have called their office several times and each time was provided the information I needed and in the most kind and helpful manner. I highly recommend them and think they would be an excellent partner for the City of Mobile.

Ramona Thompson
7704 Pembroke Circle
Mobile, AL 36695

To Whom It Concerns.

We have been with A1 McDuffie since they took over from our previous Sanitation Company. They have provided us outstanding trash service 2 times a week without any flaws. We always recommend this company to all the newcomers moving into our area and letting them know that this company would be very reliable in picking up their trash 2 times a week with no issues ever. We just couldn't be happier with the service they have provided us over the years, and our neighbors are also in agreeance in feeling the same about A1 McDuffie for their sanitation needs.

Best Regards,

Neim Shelton
Neim Shelton
1548 Gaylord Dr.
Mobile, AL 36695

Julie Baker
2388 Maple Dr.
Mobile, AL 36695

July 31, 2023

To Whom It May Concern:

This is a recommendation letter for A1-McDuffie Sanitation to be awarded the City of Mobile contract for garbage/trash pick up.

I live in the Cottage Hill corridor and I gladly voted Yes for annexation this time. I must admit I was very concerned about them losing so many customers if the annexation passed. I am thrilled that you are contracting it out. You won't be sorry for choosing A1- McDuffie.

I have been a customer of A1-McDuffie for years. I highly recommend them. They are reliable, caring and have always put the customer first. Recently they have upgraded their trucks, added more trucks and bigger cans. They always answer the phone if I have a concern and have a solution. Not too mention they are local company, not some huge corporation, which I would much rather support.

I believe they will be an excellent fit for the newly annexed contract.

Sincerely,

Julie Baker

Rose, Donald

From: Kenneth Havens <kenneth@a1mcduffiesanitation.com>
Sent: Monday, August 14, 2023 10:06 AM
To: Rose, Donald
Cc: Purchasing
Subject: Re: City of Mobile Bid 5828 follow up questions

CAUTION: External Email

Good morning,

Please see the attached response to the questions you provided on Friday. Please do not hesitate to reach out if anything further is needed. We appreciate The City of Mobile's consideration.

1. Regarding garbage pickup, please clarify:

- a. The specific equipment you intend to dedicate for use for the city routes, and which equipment will be used for which routes for which neighborhoods on which days.

A-1 McDuffie Sanitation will dedicate the following equipment to the city of Mobile. (2) 2021 Peterbilt 520's with New Way Side Winders (2) 2021 Dennis Eagle with New Way Roto Pack. (This is the Same style equipment ran by the city of mobile.

In the bid package we included the maps showing which routes would be collected on each day. No trucks would be run on Monday per contract. On Tuesday we would run 3 trucks, each route would consist of 722 stops per route. We have already used our routing software to lay this information out to create the routes for the map.

On Wednesday we would run two trucks. (Please see Map included in bid for service area.)

On Thursday we would run 1 truck north of 98. (Please see map.)

On Friday we would run three 3 trucks. (Please see map)

The reason for this breakdown: We are currently servicing the cottage hill area on Tuesday and Fridays. We already have the personnel and trucks dedicated to this area for these days. We divided the garbage routes into 9 routes and for an average of 722 services per truck per route. One of the four trucks dedicated to the city of Mobile would be for a backup in the event of a break down or additional services were needed to be performed in a different area of the city. (Additional services requested by the city outside of the annexation area)

The trucks working for the City routes will only service city waste so this would not create any issue with keeping the waste separate.

- b. How many persons you will use to crew your trucks.

We will have one driver per truck for garbage and a driver and operator for the trash trucks. We will have three dedicated garbage truck drivers and a route supervisor.

What sort of tracking system you have available, if any, for your trucks.

All our trucks are equipped with Samsara Fleet. This is live GPS tracking with forward and rear facing dashcams. The City of Mobile would have access to see where our trucks are at all times. All footage from the routes is saved on a cloud-based system that makes it easy to retrieve videos.

2. Regarding trash pickup:

- a. Describe the specific pieces of equipment you will use for trash pickup and how you intend to schedule those specific pieces of equipment.

We have a 2023 Freightliner 108 SD with a brush hog knuckle boom loader. We also have a PO on an International with a Peterson knuckle boom loader that will be available in the next 2 weeks we intend to acquire as a backup pending the award of the bid.

The schedule we have created consists of (9) trash routes. Week 1 would have (4) routes and week 2 would have (5) routes. (Please see map). These trucks will be dedicated to city routes.

- b. Describe how you intend to crew your trash pickup equipment.

Each trash truck will consist of a driver and an operator.

3. Describe your Mobile County service location.

A-1 McDuffie Sanitation LLC. Home base of operation is located in Mobile County. Our address is 4102 Azalea Park Ct Semmes AL 36575. At this location we have a staffed office, a shop where our trucks are serviced and maintained, a fenced area where the trucks are parked, and a staging area for carts and extra equipment. A-1 McDuffie Sanitation LLC currently services 16,871 residential customers in Mobile County.



Kenneth Havens
President

☎ (251) 649-3819 | (251) 40

✉ kenneth@a1mcduffiesanitation.com

🔗 a1mcduffiesanitation.com

From: Rose, Donald <donald.rose@cityofmobile.org>
Date: Friday, August 11, 2023 at 5:52 PM
To: Kenneth Havens <kenneth@a1mcduffiesanitation.com>
Cc: Purchasing <purchasing@cityofmobile.org>
Subject: City of Mobile Bid 5828 follow up questions

Kenneth Havens
CEO
A-1 McDuffie Sanitation LLC

Mr. Havens – The City of Mobile appreciates your bid submission to provide residential garbage and trash services.

We have received your bid and request some additional information:

1. Regarding garbage pickup, please clarify:
 - a. The specific equipment you intend to dedicate for use for the City routes, and which equipment will be used for which routes for which neighborhoods on which days.
 - b. How many persons you will use to crew your trucks.
 - c. What sort of tracking system you have available, if any, for your trucks.
2. Regarding trash pickup:
 - a. Describe the specific pieces of equipment you will use for trash pickup and how you intend to schedule those specific pieces of equipment.
 - b. Describe how you intend to crew your trash pickup equipment.
3. Describe your Mobile County service location.

Thank you for your timely response.

Request your reply by 1600 on Monday, 14 August – please let us know if you have any trouble meeting that timeline since I recognize this is late on Friday.

Don Rose
City of Mobile
Chief Procurement Officer/ADA Coordinator
205 Government St
Mobile, AL 36644
Donald.Rose@CityofMobile.org
251-208-7436



EXHIBIT B

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Portal Insurance 951 Government St Suite B Mobile AL 36604	CONTACT NAME: Kenneth Williamson PHONE (A/C, No, Ext): 251-418-4724 E-MAIL ADDRESS: bradley@saralandinsurance.com FAX (A/C, No): 251-264-3222																					
INSURED A-1 McDuffie Sanitation, LLC DBA Armor Environmental, LLC 210 S. Washington Ave. Mobile AL 36602	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Sheffield Fund</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sheffield Fund		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER A:	Sheffield Fund																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJ. ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	600-2021-35146-00	1/1/2023	12/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 205 Government St Mobile AL 36602	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 <i>John K Williamson</i>
--	---

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ACORD 25 (2014/01)

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ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
07/25/2023**PRODUCER**Stringfellow Agency LLC
2316 Knollwood Dr Ste A
Mobile, AL 36693THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**

NAIC #

INSUREDA-1 McDuffie Sanitation LLC
PO Box 1995
Semmes, AL 36575

INSURER A: Nautilus Insurance Co.

INSURER B: Progressive Specialty Insurance Co.

INSURER C: Gray Surplus Lines Insurance Co.

INSURED:

INSURER E:

COVERAGESTHE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC	NN1440924	08/03/2023	08/03/2024	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED
B	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	02002448	04/06/2023	04/06/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	☒ EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	GSL101252	04/06/2023	04/06/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU- TORY LIMITS ☐ OTH- ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Waste Management

CERTIFICATE HOLDERCity of Mobile
PO Box 1948
Mobile, AL 36633**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Erica Stringfellow

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Nick Amberger, City Engineer and Carleen Stout-Clark, Deputy Director Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

Accept temporary construction easements for the 2023-3005-19 N Washington Avenue Culvert and Street Repair Project

Amount of Contract:

N/A

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/21/2023
TCE	Exhibit	8/21/2023
TCE	Exhibit	8/21/2023
TCE	Exhibit	8/21/2023
TCE	Exhibit	8/21/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Boatwright, Cassie	Approved	8/21/2023 - 12:06 PM
		8/21/2023 - 5:46

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
8/24/2023 - 3:11
PM

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 the following temporary construction easements for the 2023-3005-19 N Washington Avenue Culvert and Street Repairs:

1. Two Temporary Construction Easements, from Mobile Area Mardi Gras Association.
2. Temporary Construction Easement from The Waterfront Rescue Mission, Inc.
3. Temporary Construction Easement from Duong Quoc Thanh and Son Thanh Vo.
4. Temporary Construction Easement from Diann Rambert Johnson.

SAID documents with sketches being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

TEMPORARY CONSTRUCTION EASEMENTS

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 17th day of August 2023, between Mobile Area Mardi Gras Association, a non-profit Corporation, the Grantor, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

WITNESSETH:

That the Grantor, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easements as shown and as being on and across the following described lands:

SEE EXHIBIT "A" AND EXHIBIT "B" ATTACHED HERETO

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the
17th day of August 2023.

Owner: MOBILE AREA MARDI GRAS ASSOCIATION

Jayson Walker

Jayson Walker, Member of Mobile Area Mardi Gras Association

STATE OF ALABAMA

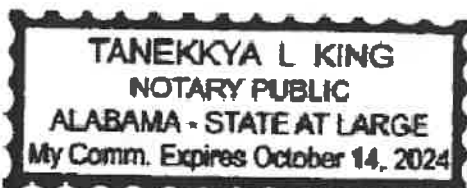
COUNTY OF MOBILE

I, Tanekkyia L. King, the undersigned Notary Public in and for
said County, in said State, hereby certify that Jayson Walker whose name as Treasurer of
Mobile Area Mardi Gras Association, a non-profit corporation, is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that, being informed
of the contents of said instrument, has such officer and with full authority, executed the same
voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 17th day of August, 2023.

(NOTARIAL SEAL)

Tanekkyia L. King
NOTARY PUBLIC



My Commission Expires: 10/14/2024

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

Grantee
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633

EXHIBIT "A"
305 MAMGA DRIVE (AKA 309 N. WASHINGTON AVENUE)

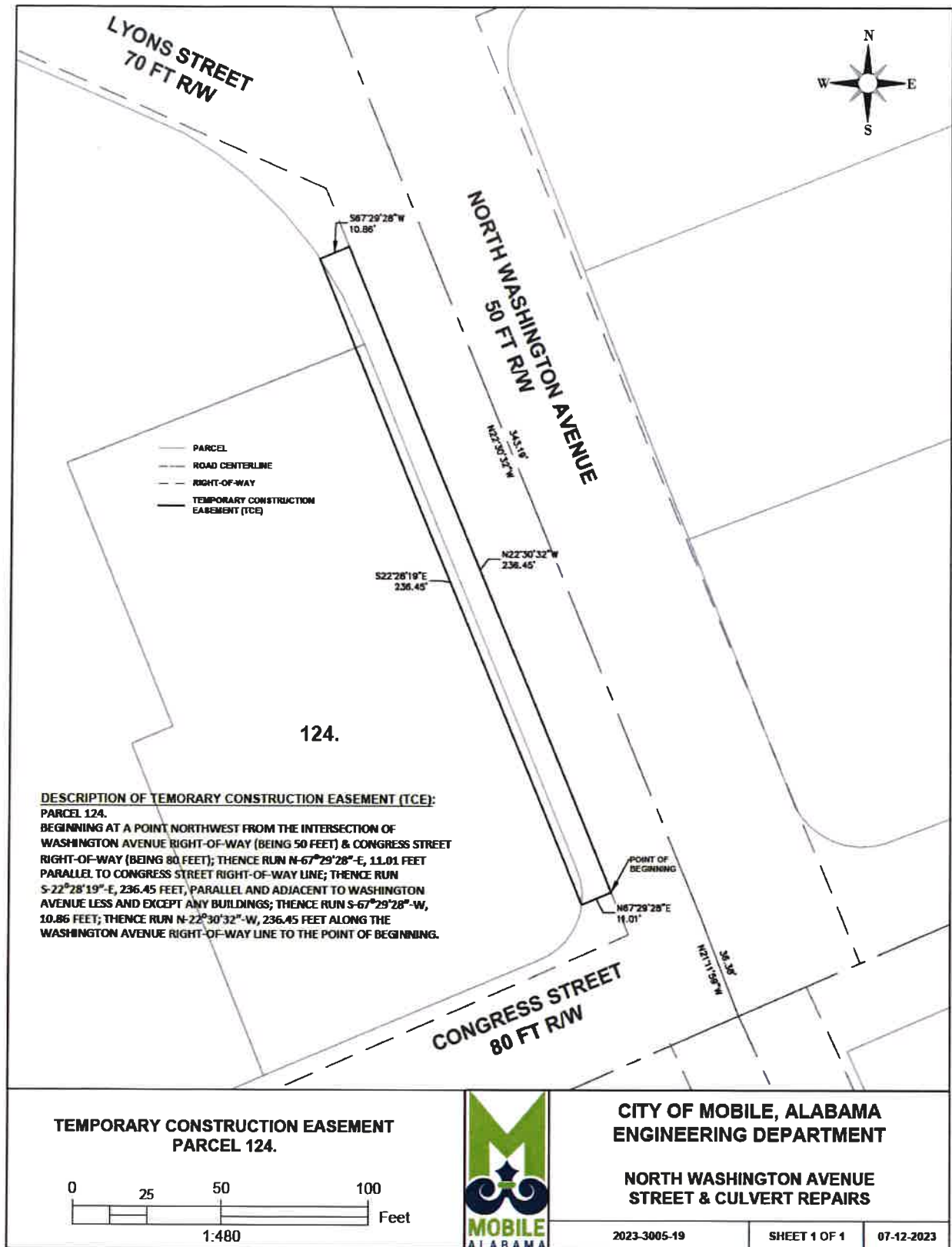
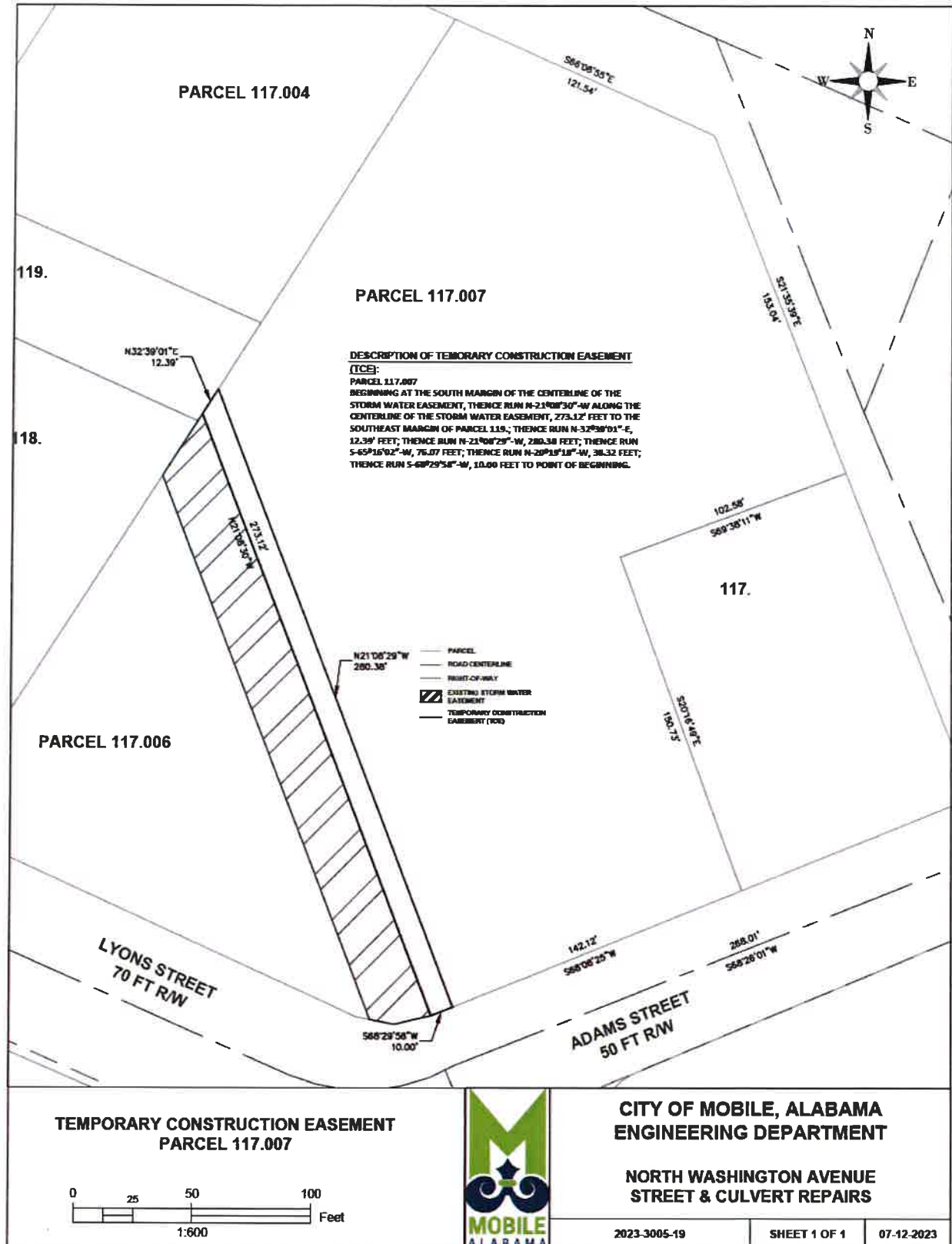


EXHIBIT "B"
701 Dr. Martin Luther King, Jr. Avenue



TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 31st day of July, 2023, between The Waterfront Rescue Mission, Inc., a Florida Non-Profit Corporation, the Grantor, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

WITNESSETH:

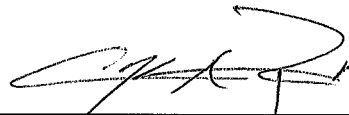
That the Grantor, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easement as shown and as being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the
31st day of July.

Owner: **THE WATERFRONT RESCUE MISSION, INC.,**
a Florida Non-Profit Corporation



Clayton A. Romano,
As Its President

STATE OF ALABAMA
COUNTY OF MOBILE

I, Jessica Rene' Koch, the undersigned Notary Public in and for said
County, in said State, hereby certify that Clayton A. Romano, whose name as President of The
Waterfront Rescue Mission, Inc. a Florida Non-profit Corporation, is signed to the foregoing
instrument and who is known to me, acknowledged before me on this day that, being informed of
the contents of said instrument, as such officer and with full authority, executed the same
voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office this 31st day of July, 2023.

(NOTARIAL SEAL)

Jessica Rene' Koch
NOTARY PUBLIC

My Commission Expires: 1/26/2026



JESSICA RENE' KOCH
Notary Public
State of Florida
Comm# HH221332
Expires 1/26/2026

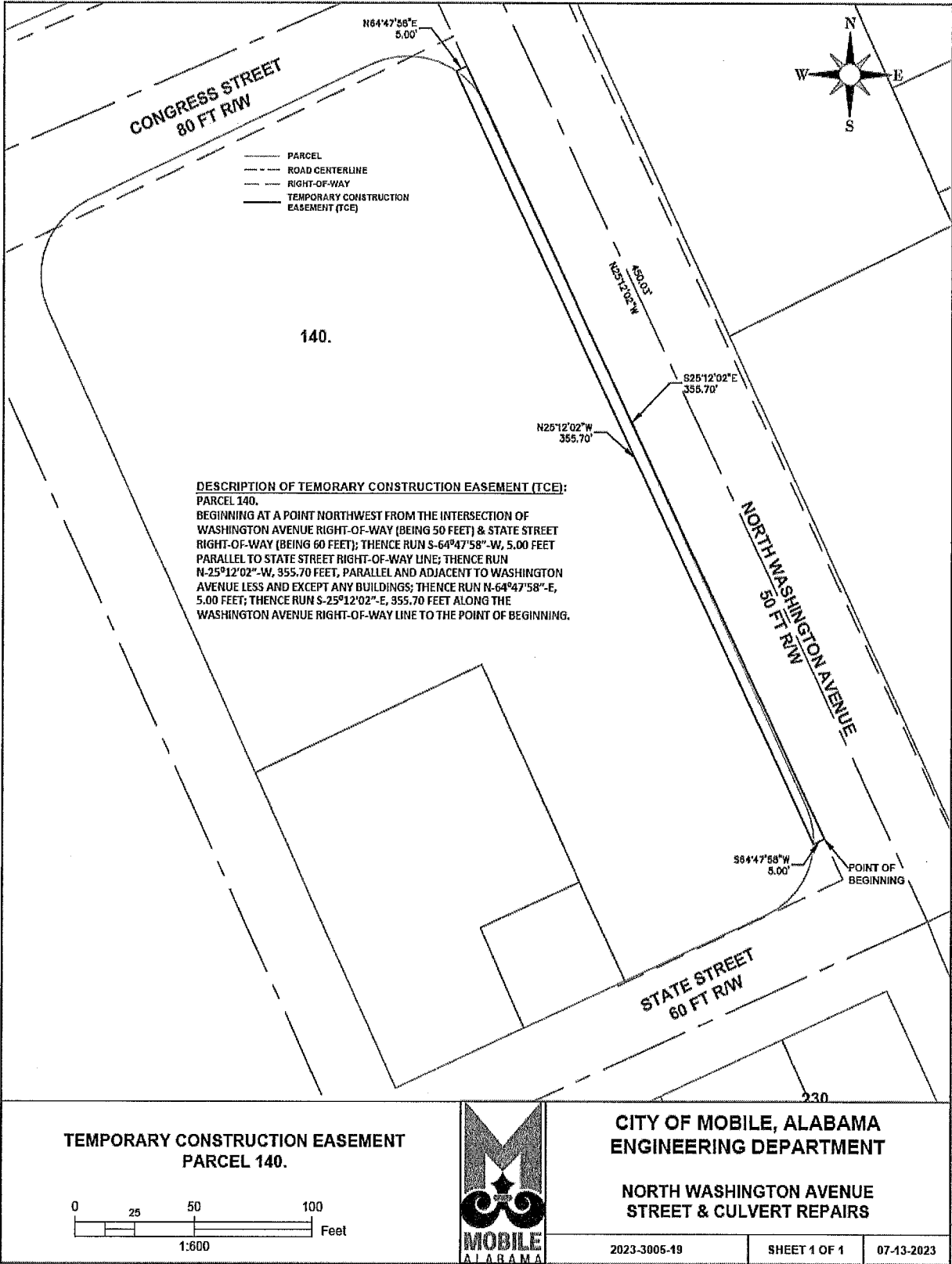
This instrument prepared by:

City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

Grantee

City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

EXHIBIT "A"



TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 05th day of July, 2023, between Duong Quoc Thanh and Son Thanh Vo, the Grantors, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

WITNESSETH:

That the Grantors, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easement as shown and as being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hand and seal, this the 25th day of July, 2023.

Owners: Duong Quoc Thanh and Son Thanh Vo




STATE OF ALABAMA

COUNTY OF MOBILE

Jacquelyn R Benedict, the undersigned Notary Public in and for said County, in said State, hereby certify that Duong Quoc Thanh and Son Thanh Vo, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, have executed the same voluntarily on the day the same bears date,

GIVEN under my hand and official seal of office this 25th day of July, 2023.

(NOTARIAL SEAL)

Jacquelyn R Benedict
NOTARY PUBLIC

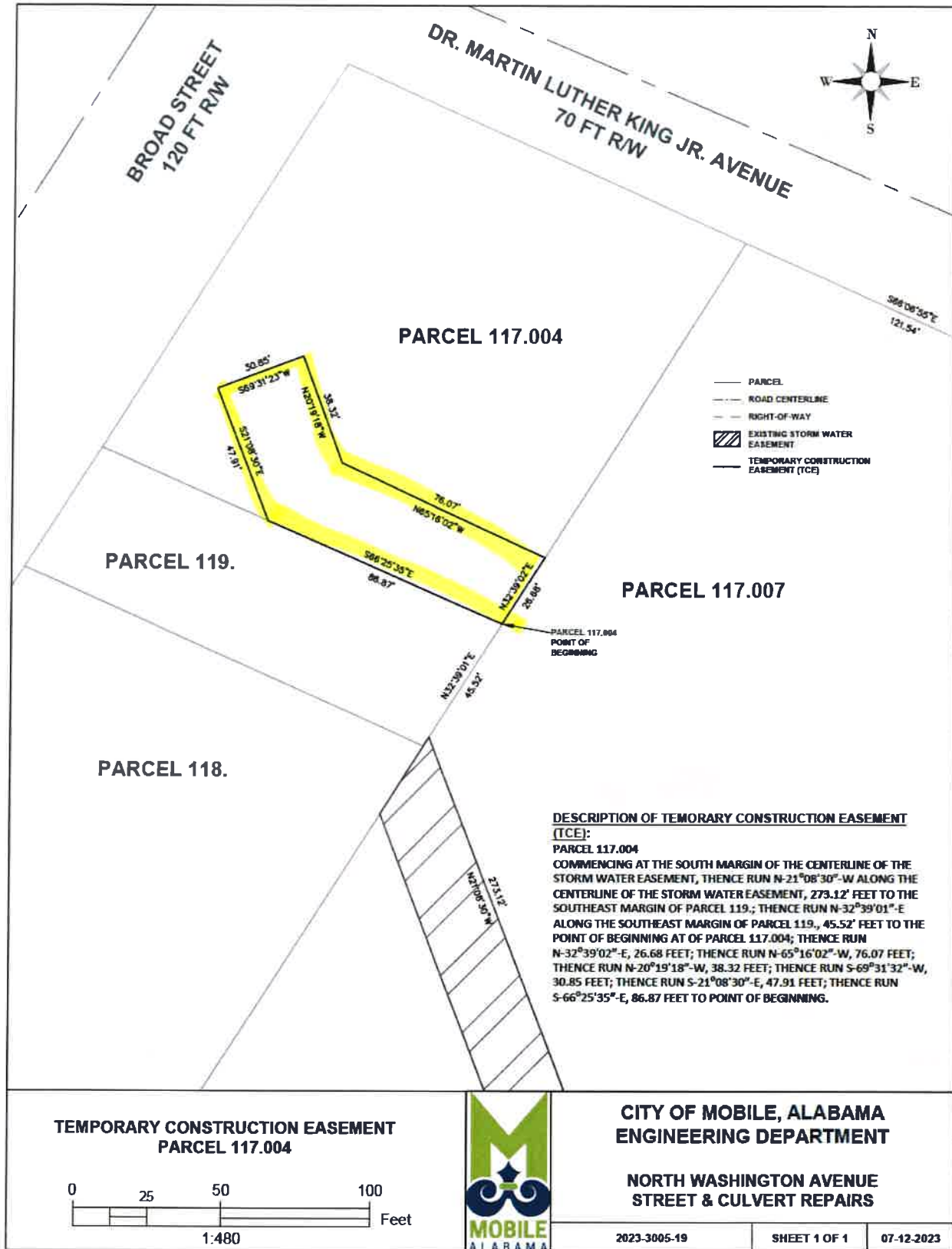
My Commission Expires:



This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

Grantee
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 36633-1827

EXHIBIT "A"



TEMPORARY CONSTRUCTION EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

This indenture made this 8th day of August, 2023, between Diann Rambert Johnson, the Grantor, and the City of Mobile, a Municipal Corporation, organized and existing under the laws of the State of Alabama, the Grantee.

WITNESSETH:

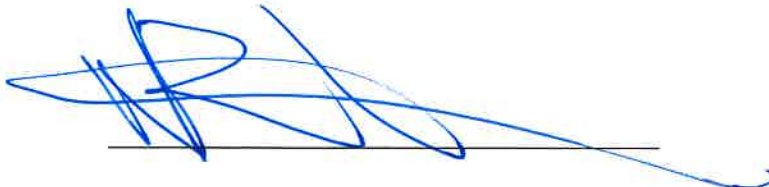
That the Grantor, in consideration of the sum of ONE DOLLAR \$ (1.00) paid by the Grantee, the receipt whereof is hereby acknowledged, and for further consideration of the general public benefit which will accrue to the neighborhood and the benefit which will accrue to their property, does hereby grant to the said Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and use the lands hereinafter described for the operation and storage of such equipment and materials as may be necessary in the construction of the drainage improvements on adjacent land for the City of Mobile, Project # 2023-3005-19, N WASHINGTON AVE STREET & CULVERT REPAIRS, said easement as shown and as being on and across the following described lands:

SEE "EXHIBIT A" ATTACHED HERETO

TO HAVE AND TO HOLD the said temporary construction easement unto the Grantee its successors and assigns until twelve months after the Grantee completes construction of the above-named Project, it being understood that the work will be done in an orderly manner and any property disturbed by the Grantee will be returned to a condition substantially the same as it was on the date work started on the above-described property.

IN WITNESS WHEREOF, the undersigned has set my hand and seal, this the
8th day of August, 2023.

Owner: Diann Rambert Johnson



STATE OF OHIO

COUNTY OF FRANKLIN

I, Anthony W. Slappy, the undersigned Notary Public in and for said County, in said State, hereby certify that Diann Rambert Johnson, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, has executed the same voluntarily on the day the same bears date,

GIVEN under my hand and official seal of office this 8th day of August, 2023.

(NOTARIAL SEAL)



Anthony W. Slappy
Notary Public, State of Ohio
Commission #: 2017-RE-663683
My Commission Expires 07-19-27

Anthony W. Slappy
NOTARY PUBLIC

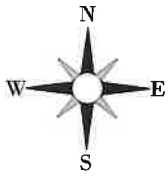
My Commission Expires: July 19, 2027

This instrument prepared by:

City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-1827

Grantee

City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, AL 36633-1827



BROAD STREET
120 FT R/W

PARCEL 119.

PARCEL 117.004

PARCEL 11

PARCEL 118.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT (TCE):

PARCEL 119.

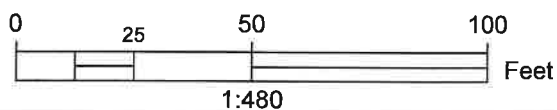
COMMENCING AT THE SOUTH MARGIN OF THE CENTERLINE OF THE STORM WATER EASEMENT, THENCE RUN N-21°08'30"-W ALONG THE CENTERLINE OF THE STORM WATER EASEMENT, 273.12' FEET TO THE POINT OF BEGINNING AT THE SOUTHEAST MARGIN OF PARCEL 119.; THENCE RUN N-32°39'01"-E ALONG THE SOUTHEAST MARGIN OF PARCEL 119., 45.52' FEET; THENCE RUN N-66°25'35"-W, 86.87 FEET; THENCE RUN S-21°08'30"-E, 67.97 FEET; THENCE RUN S-65°55'55"-E, 31.29 FEET; THENCE RUN N-32°39'05"-E, 3.66 FEET TO POINT OF BEGINNING.

PARCEL 117.006

LYONS STREET
70 FT R/W

- PARCEL
- ROAD CENTERLINE
- - - RIGHT-OF-WAY
- EXISTING STORM WATER EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT (TCE)

TEMPORARY CONSTRUCTION EASEMENT
PARCEL 119.



**CITY OF MOBILE, ALABAMA
ENGINEERING DEPARTMENT**

**NORTH WASHINGTON AVENUE
STREET & CULVERT REPAIRS**

2023-3005-19

SHEET 1 OF 1

07-12-2023



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Casi Callaway
Chief Resilience Officer

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution to amend ADEM Alabama Recycling Funds Grants Program budget for third location	Cover Memo	8/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	8/24/2023 - 12:02 PM
Accounting	Province, Scott	Approved	8/25/2023 - 9:33 AM
Legal	Kern, Chris	Approved	8/25/2023 - 10:51 AM
Legal	Kern, Chris	Approved	8/25/2023 - 10:51 AM
Mayors Office	Montgomery, Brandi	Approved	8/25/2023 - 10:59 AM

RESOLUTION

Sponsored By: Mayor William S. Stimpson

WHEREAS, the City of Mobile was awarded grant funds from the Alabama Department of Environmental Management through its Alabama Recycling Funds Grants Program for the purpose of establishing and/or operating three recycling center locations within the City Limits; and

WHEREAS, the City has established two active locations for recycling and identified the third location as 1750 Dauphin Island Parkway; and

WHEREAS, the identified location was dilapidated, abandoned, and tax delinquent prior to the City acquiring it;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the portion of the ADEM Alabama Recycling Funds Grants Program Budget dedicated to establishing the third site is hereby amended. Said Budget shall direct resources to establishing the third and final recycling location under this grant within the City.

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is to act on behalf of the City of Mobile in the filing of the amendment with the Alabama Department of Environmental Management, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced State funds through ADEM. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Administrative Agreements, Developer Agreements, other required and related Agreements, and associated security documents on behalf of the City in accordance with the table below to reflect the allocation:

Line Item	Total
Engineering, Site Plan, and Project Management	\$30,000.00
Demolition and Infrastructure	\$54,412.06
Sound Dampening	\$32,307.70
Recycling Compactor	\$17,608.24
Modular Building	\$55,672.00
Total	\$190,000.00

A copy of this Amendment shall remain on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Chief Jeremy Lami, MFRD and Carleen Stout-Clark, Deputy Director, Real Estate Asset Management

Sponsored by:

Mayor William S. Stimpson and Councilmember C. J. Small

Purpose and Scope of Project:

Resolution for lease between the City of Mobile, for boat slip located at 3620 Scenic Drive for the use of Mobile Fire and Rescue marine boat.

Amount of Contract:

\$400.00 Monthly

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	8/18/2023
Routing Form	Exhibit	8/18/2023
Lease Agreement	Exhibit	8/18/2023

REVIEWERS:

Department Reviewer	Action	Date
Real Estate Boatwright, Cassie	Approved	8/21/2023 - 12:07 PM
Budget Sapp, Celia	Approved	8/23/2023 - 6:10 PM
Legal Kern, Chris	Approved	8/24/2023 - 10:03 AM

Legal

Kern, Chris

Approved

8/24/2023 -
10:04 AM

Mayors
Office

Montgomery, Brandi

Approved

8/24/2023 - 3:11
PM

Resolution

Sponsored by: Mayor William S. Stimpson and Councilmember Small

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 Lease Agreement by and between the City of Mobile and River Yacht Basin Marina, LLC, Lessor, for the lease of a slip to berth the Mobile Fire and Rescue marine vessel as described in the Lease Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Lease Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

ROUTING FORM: RESOLUTION AUTHORIZING THE LEASE OF REAL PROPERTY

I. Property Address: 3620 Scenic Drive Mobile AL 36605

City Council District and Zoning: District 3, C.J. Small

Sale or **Lease**: Lease of River Yacht Basin Marina, LLC Slip number 62

II. Lease by City:

- How Relocation of Boat Slip to River Yacht Basin Marina, LLC from Dog River Marina, LLC for Mobile Fire and Rescue
- When Rental commencement August using account 1004152.44020
- Special Circumstances (if applicable) _____

III. Why Sale/**Lease** recommended: Relocating the boat to River Yacht Basin provides a good location to respond from and provides a covered boat lift that will protect the boat from the elements.

LEASE AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS LEASE AGREEMENT (sometimes hereinafter called "Lease"), made and entered into effective as of the ____ day of ____ 2023, by and between **RIVER YACHT BASIN MARINA, LLC** an Alabama Limited Liability Company as "**Lessor**" and the **CITY OF MOBILE**, a municipal corporation as "**Lessee**."

WITNESSETH:

WHEREAS, Lessor owns a marina located on Dog River at 3620 Scenic Drive, County of Mobile, State of Alabama, together with all rights and privileges arising in connection therewith, (collectively, sometimes hereafter called the "Marina"); and

WHEREAS, Lessee desires to use a covered wet slip with a lift to berth a Mobile Fire and Rescue Department marine vessel and Lessor desires to grant to Lessee the right to use said portion of the Marina (sometimes hereafter referred to as the "Premises") in accordance with this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and undertakings herein contained, Lessor and Lessee (collectively the "Parties") do hereby agree as follows:

1. **Premises Demised.** Lessor, for and in consideration of a rental payment as set forth herein, and upon the covenants and conditions herein contained, does hereby demise, lease, and let unto Lessee the Premises, which is a wet slip, located within River Yacht Basin Marina on Dog River, at 3620 Scenic Drive, City of Mobile, County of Mobile, State of Alabama, and more specifically Slip #62

TO HAVE AND TO HOLD the Premises, together with the rights, privileges, easements and appurtenances thereunto appertaining, for and during the term hereof, upon the terms and conditions hereinafter set forth.

2. **Term.**
 - a) The initial term of this Lease shall be for a period of one (1) year (the "Lease Term"). The Lease Term shall commence on (the "Commencement Date").
 - b) Lessor shall allow Lessee full access, 24 hours a day, seven days a week, to the Premises. If the Lessee shall remain in possession of the Premises after the expiration of either the original term of this Lease or any extended term thereof, such possession shall be as a month-to-month tenant; and during such month-to-month tenancy, rent shall

be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this Lease (except those as to the Lease term) shall be applicable.

3. **Rent.** The Lessee agrees, binds and obligates itself, its successors and assigns to pay to the Lessor annual rent in the amount of Four Thousand Eight Hundred Dollars and no/100 (\$4,800.00) in monthly payments of Four Hundred Dollars and no/100(\$400.00), due and payable in advance on the first day of each month.
4. **Utilities.** Electricity, gas, sewer, water, and any other utilities are included in the aforementioned Rent and otherwise shall be paid by Lessor.
5. **Use of Premises.**
 - a) During the term of this Lease the Lessee shall use the Premises for berthing a Mobile Fire and Rescue Department marine vessel and such other Lessee owned property as Lessee may determine to store on the Premises. Lessor and Lessee will both have access to the Premises at all times.
 - b) Lessee agrees to maintain the Premises in a clean, orderly, healthy condition and to comply with all laws, ordinances, rules and regulations of all governmental agencies having jurisdiction over the Premises. Lessee will not use, occupy or permit the use or occupancy of the Premises for any unlawful or hazardous purpose; or maintain or permit the maintenance of any public or private nuisance; or do or permit any act which may disturb the quiet enjoyment of any other occupant of the Marina.
6. **Parking.** Two (2) parking spaces are provided.
7. **Liens and Encumbrances.** Neither the Lessee nor Lessor shall at any time during the term of the Lease create or permit to be created or to remain, and will promptly discharge upon notice, any lien, encumbrance, or charge on account of or by reason of any mechanics', laborers', lien, encumbrance or charge upon the Premises.
8. **Payment of Taxes.** During the term hereof, the Lessor shall directly pay all taxes directly imposed or assessed against its property or the rentals payable hereunder before the same becomes delinquent.
9. **Insurance.** The Lessor, and , if any, successors and assigns, shall purchase and maintain at all times during the term of this Agreement at its own expense commercial general liability insurance with a minimum policy limit of \$1,000,000 per occurrence. Lessor's property insurance shall include the full value of replacement for the Marina and all vessels including vessel's contents berthed and stored at Marina.

10. **Subletting and Assignment.** The Lessee shall not encumber, assign or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Premises or any of the improvements that may now or hereafter be constructed or installed upon the Premises, in whole or in part, by operation of law, or otherwise, or mortgage or pledge the same, without prior written approval of the Lessor.
11. **Default.** The happening of any one or more of the following events shall constitute a default hereunder, viz: (a) failure of Lessee to pay rent; (b) the failure of the Lessee to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed; (c) the failure of the Lessor to perform or observe any duty or obligation herein imposed on or assumed by it at the time when this Lease requires such duty or obligation to be performed; (d) the levy of execution or other legal process after an unsatisfied final judgment against either the Lessee or Lessor by a court of competent jurisdiction upon its interest in the leasehold estate herein created; (e) the adjudication of the Lessor as a Debtor under the Bankruptcy Code; (f) the commencement of any case against the Lessor under the Bankruptcy Code, or (g) the appointment of a receiver of all of the property of the Lessor or Lessee after a hearing by a court of competent jurisdiction.
12. **Remedies Upon Default.**
- a) The remedies herein provided for shall be cumulative and the exercise of any one or more of which shall not be a bar to the exercise of any other remedies herein specified, nor of any remedies to which the Lessee or Lessor may be entitled under the laws of the State of Alabama.
 - b) The Lessor shall not be deemed to have waived any default or performance of the Lessee's obligations hereunder by acceptance of rent or otherwise, except by written notice of such waiver, and such notice shall not waive any subsequent cause or default or breach of any condition of this Lease. Payment of rent by the Lessee shall not be deemed to be a waiver of any default or performance of the Lessor's obligations hereunder, except by written notice of such waiver, and such notice shall not waive any subsequent cause or default or breach of any condition of this Lease.
 - c) The Lessor shall not have the right to terminate this Lease by reason of any default of the Lessee, nor shall the Lessor be entitled to avail itself of any remedy provided for herein or by law unless the Lessor shall have given to the Lessee written notice of the existence of such default and the Lessee shall have failed for a period of fifteen (15) days following the giving by the Lessor of such written notice to correct such default.
 - d) The Lessee shall not have the right to terminate this Lease by reason of any default of the Lessor, nor shall the Lessee be entitled to avail itself of any remedy provided for herein or by law unless the Lessee shall have given to the Lessor written notice of the existence of such default and the Lessor shall have failed for a period of fifteen (15) days following the giving by the Lessee of such written notice to correct such default.
 - e) If the default is of such a nature that it cannot be completely remedied within fifteen
 - f) (15) days, then such default shall not be enforceable against the other party if the other party shall have commenced the curing of such default within said fifteen (15) day

period and shall proceed with reasonable diligence and good faith to the curing thereof, but if such default shall not have been cured within sixty (60) days, then the party in default shall in that event be deemed to have failed to cure said default.

13. **Damage or Destruction.**

- a) In the event the Premises shall be destroyed or so damaged by fire, explosion, hurricane, tornado, or any other cause so as to become wholly unfit for occupancy, then Lessor may, if it so elects, rebuild and put the Premises in good condition and fit for occupancy within a reasonable time, at its sole expense, or may give notice in writing terminating this lease.
- b) In the event the Premises shall be destroyed or so damaged by fire, explosion, hurricane, tornado, or any other cause so as to become wholly unfit for occupancy, then Lessee may, if it so elects, give notice in writing terminating this lease.

14. **Eminent Domain.**

- a) Should the Premises be condemned (or sold under threat of condemnation) in their entirety in the exercise of the power of eminent domain, or should the Premises be partially condemned or partially sold under threat of condemnation) but to such an extent as to render the same unfit _or unsuitable for operation, then and in such event, this Lease shall be terminated within thirty (30) day notice to Lessee.
- b) All awards made by the condemning authority, or compensation made or paid by such authority in lieu of condemnation, shall belong exclusively to the Lessor, and the Lessee hereby waives any and all right or claim to any such award or proceeds.

15. **Successors.** The provisions hereof shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the parties hereto.

16. **The Lessee's Additional Covenants.** In addition to the other covenants contained in this Lease, the Lessee covenants with the Lessor as follows:

- a) At the expiration or earlier termination of this Lease the Lessee will vacate the Premises and deliver and surrender to the Lessor possession of the Premises, in as good condition and repair as the same was at the time of the completion of work and occupancy, ordinary wear and tear excepted, and shall surrender all keys for the Premises. The Lessee also shall remove all of its property and those alterations, additions and improvements which Lessor requests to be removed.
- b) In the event Lessee terminates this Lease before the one (1) year term pursuant to Paragraph 2(a) then Lessee shall give Lessor thirty (30) days written notice of Lessee's intent to terminate this Lease.

17. **Sole Contract.** This Lease cannot be modified or changed by any verbal statement, promise or agreement by whosoever made, and no modification, change or amendment shall be binding on the parties unless it shall have been agreed to in writing.

18. **Notices**. All notices required hereunder shall be in writing and delivered either personally or by certified mail, return receipt requested, and if to the Lessee shall be mailed to the City of Mobile Attention: Real Estate Department, at Post Office Box 1827, Mobile, Alabama, 36633-1827, until the Lessor is notified otherwise in writing; and if to the Lessor shall be mailed to the Lessor at River Yacht Basin Marina, LLC Attn: Dana Langley, 3620 Scenic Drive, Mobile, AL 36605, until such time as the Lessee is notified otherwise in writing.
19. **Severability**. If any provision of this Lease shall be declared invalid or unenforceable, the Lessor and the Lessee herein intend and represent that such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Lease.
20. **Governing Law**. This Lease shall be governed and construed in accordance with the laws of the State of Alabama and venue for any lawsuit shall lie in Mobile County
21. **Counterparts**. This Lease is executed in multiple counterparts, each of which shall constitute, an original for all purposes.
22. **Nondiscrimination**. Lessor 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 contracting parties with the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability.
23. **Quiet Enjoyment**. Lessee, upon the payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during the term of this Lease peaceably and quietly enjoy the Leased Premises without any disturbance from Lessor or from any other person claiming through Lessor.
24. **Immigration**. 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.

----- SIGNATURE PAGE FOLLOWS -----

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed in their respective corporate names, and their respective corporate seals to be hereunto affixed and attested by their fully authorized agents and officers, all in counterparts, and all having duly executed this instrument as of the _____ day of _____, 2023.

RIVER YACHT BASIN MARINA, LLC,
an Alabama limited liability company, Lessor

By: Dana Langley

Name: Dana Langley

Its: Owner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that Dana Langley, whose name as President of River Yacht Basin Marina, LLC are signed to the foregoing Lease Agreement and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Lease Agreement, they, in their capacity as such officers 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 and official seal of office this 15th day of August 2023.

Looney Parker
Notary Public
State of Alabama At Large
My Commission Expires: 7/7/27

CITY OF MOBILE, a Municipal Corporation, Lessee

By: _____
It's Mayor

ATTEST:

It's City Clerk





AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Vera Williams

Amount of Contract:

n/a

Effective Date of Contract:

9/5/2023

Funding Source

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

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Williams	Resolution Letter	8/23/2023

REVIEWERS:

Department Reviewer	Action	Date
Legal Barfield, Becky	Approved	8/23/2023 - 12:05 PM
		8/23/2023 - 3:52

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

PM
8/24/2023 - 3:13
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized 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 Vera Williams, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D023\P006\00119028.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 3:52
PM

RESOLUTION

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

Adopted:

City Clerk

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

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

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

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

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

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

AN ORDINANCE

AN ORDINANCE

2023

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

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

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

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

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

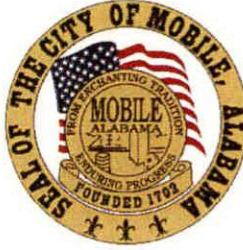
The classification of said property is hereby changed from **R-1, Single-Family Residential Urban District** and **B-2, Neighborhood Business Urban District** to **B-2, Neighborhood Business Urban District** and it shall hereafter be lawful to construct on such property any structures permitted by the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

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

Adopted:

Lisa Lambert, City Clerk

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

July 26, 2023

Damodara Kunche
6920 Airport Boulevard
Unit 125
Mobile, Alabama 36608

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

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

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

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

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - 1. The current development trends, if any, in the vicinity of the subject property;
 - 2. Surrounding land uses;
 - 3. Would adversely impact neighboring properties; or
 - 4. Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and,

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

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

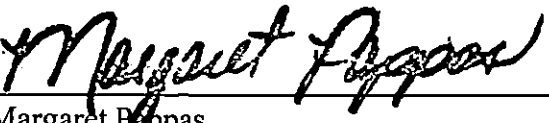
1. Completion of the Subdivision process;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:



Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
June 27, 2023
PUBLIC HEARING NOTICE



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

Dear Applicant(s) / Owner(s):

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

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

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

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

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

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

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

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

MOBILE CITY PLANNING COMMISSION

June 27, 2023

PUBLIC HEARING NOTICE



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

Dear Property Owner(s):

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

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

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

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

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

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

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

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

NEIGHBORHOOD MEETING DOCUMENTATION

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

This section applies to any of the following applications:

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

Please verify the following documentation is provided:

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

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
June 26 4:30 pm - 6:30 pm
2. What information was presented at the meeting?
site plan, proposed subdivision plat
Meeting was 120 minutes
3. What concerns were raised during the meeting?
Concerns were documented on sign in sheet
4. Were any modifications made or considered in response to the concerns raised at the meeting?
added buffer move parking spots to behind building

Sign-In Sheet

1) Joseph Stewart

10 Joseph Stewart
11 Joseph Stewart 11

2) Open

3) Rachel Hartley

4) Norbert Nidon

5) Debbie Minter - Concerned w/ traffic, noise, idling, zoning, ^{* Property values} what can become of property

6) Brian Vail

7) Bridhar Sanaka

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

9) Daniel

(Owner)

Hard of hearing

Norbert Nidon → 251-288-2066

Granddaughter

Rachel Hartley (Living @ residence)
251-402-7368

na Nidon L Property backs up to lot

JD4-210-9741

Daughter

↳ Buffer zone only

- Fence 10 Ft for privacy must be installed

Other concern

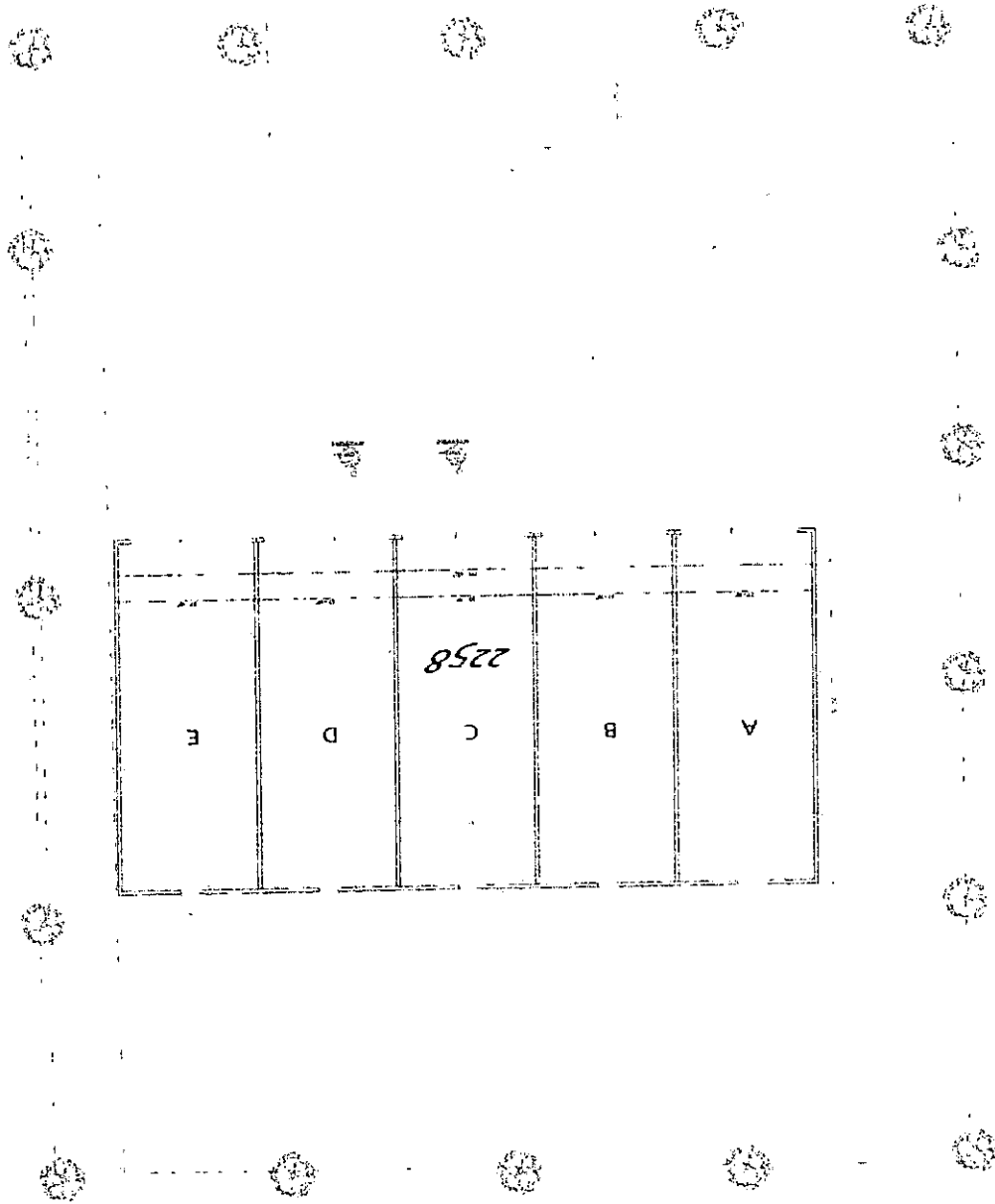
- Reselling of property to another owner whose plans would be a business that would create a noise issue

- Degradation of my property value

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

Palasides Plaza - SITE

Scale: 1" = 10'-0"



Ben May Main Library
Meeting Room & Bernheim Hall
Attendance Sheet

Name of Group Palasaidas plaza

Check one: ☒ Meeting ☐ Workshop/Training ☐ Program

Date 06/26/2023

Number in Attendance 11

Signature [Signature]

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





Neighbor hood meeting June 26/2023 for
267 Seminole street Mobile AL 36606.

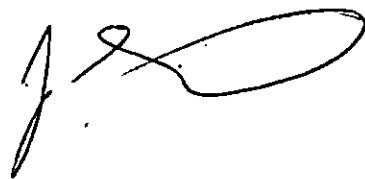
Meeting ran from 4:30 to 6:30, 120 minutes.

11 people showed to meeting.

We explained ~~about~~ why we wanted the zoning
change.

Answered any questions and concerns that the
participants had.

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

A handwritten signature in black ink, consisting of a stylized 'J' followed by a large, loopy flourish.

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE, AL 36507

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

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE, AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE, AL 36606

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE, AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE, AL 36606

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE, AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE, AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE, AL 36606

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE, AL 36633

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE, AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE, AL 36606

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE, AL 36616

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE, AL 36606

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE, AL 36695

KAELIN TYLER J
266 WESTWOOD ST
MOBILE, AL 36606

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE, AL 36695

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE, AL 36606

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE, AL 36607

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE, AL 36606

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE, AL 36695

RASP ROBERT
305 DOGWOOD DR
MOBILE, AL 36609

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE, AL 36608

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE, AL 36606

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE, AL 36606

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE, AL 36606

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE, AL 36691

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE, AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE, AL 36606

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE, AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE, AL 36606

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK, NY 11040

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE, AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M
ROONEY
262 CRENSHAW ST
MOBILE, AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE, AL 36606

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

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

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE, AL 36606

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

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE, AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE, AL 36606

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

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

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

ZON-UDC-2563-23



City of Mobile • Planning & Zoning

Planning Commission Application

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

Fees

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

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

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

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

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

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

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

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

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

0.68 acres

Property Address

Property Area (acres or square feet)

Key # 3153651 & 798701

Parcel Number(s) or Key Number(s)

B-2

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

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

This requirement applies to any of the following applications:

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

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

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

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


Owner Signature

6/7/23
Date

Applicant or Agent Signature (if applicable)

Date

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

Applicant or Agent Signature

Date

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Revised February 2023

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The site would be used for parking for the 5 unit strip mall that is planned for construction. The site is also part of a 1 lot subdivision that requires zoning change before being finalized.

Future Land Use Map (FLUM) Designation

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

This will lead to less congestion for customers coming from airport blvd.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

The strip mall could provide goods and services to the local area.

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Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023



City of Mobile • Planning & Zoning

Plan Submission Contact Information

Name of Project PALASAIDES PLAZA
Address 2258 AIRPORT BLVD, MOBILE AL 36606

Owner DAMODARA KUNCHE
Address 3210 WYNNFIELD DR W Zip Code 36695
Phone 251-751-1846 Fax _____ Email dkunche@yahoo.com

Authorized Agent Stewart Surveying Inc
Address 10930 B Dauphin Island Pkwy, Theodore, AL Zip Code 36582
Phone 251-973-0290 Fax _____ Email paul@stewartsurveying.com

Contractor Not Assigned
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Civil Engineer Not Assigned
Address _____ Zip Code _____
Phone _____ Fax _____ Email _____

Architect Allen Reimer
Address 1101 Azalea Rd, Mobile, AL Zip Code 36693
Phone 251-660-0010 Fax _____ Email allen@ardesignworx.com

Submitted by:

Signature _____ Print _____
6-08-2023

Date _____ Affiliation to project/Organization _____

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised May 2020



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

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

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

STEWART SURVEYING INC

Designee (1)

pauf@stewartsurveying.com

Email

251-635-6395

Phone Number

Damodara Kunche

Signature of Property Owner

Designee (2)

pauf@stewartsurveying.com

Email

251-635-6395

Phone Number

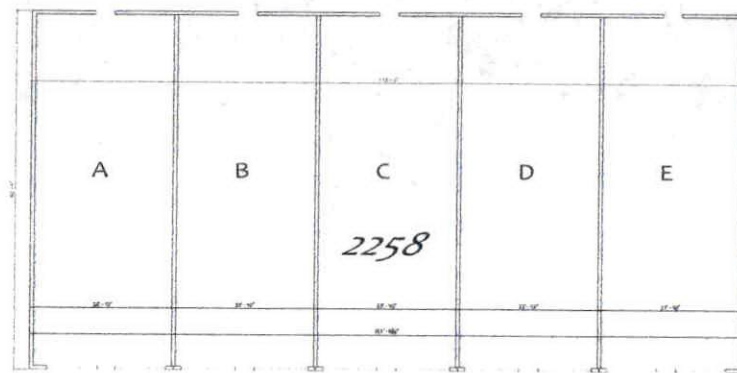
6/7/2023

Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251-208-5695
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022

Airport Boulevard



Palasaides Plaza - SITE
Scale: 1" = 10'-0"

Airport Boulevard

Palasaides Plaza
2258 Airport Boulevard
Mobile, AL 36618

Sheet SP

0-26-2023

7101 AZALEA ROAD MOBILE, AL 36693
Commercial Space Planner & Industrial Designer
ph. 251-660-0010 allen@reimer.com

**allen
reimer**

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



Hello,

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

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

Sincerely,
Stewart Surveying



City of Mobile • Planning & Zoning
Owner's Letter of Authorization

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

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

STEWART SURVEYING INC

Designee (1)

paul@stewartsurveying.com

Email

251-635-6395

Phone Number

Damodara Kunche

Signature of Property Owner

Designee (2)

paul@stewartsurveying.com

Email

251-635-6395

Phone Number

6/7/2023

Date

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For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

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KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

KINCHE DAMODARA
3210 WYNNFIELD DR W
MOBILE , AL 36695

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

STEWART SURVEYING INC
10930 B DAUPHIN ISLAND PKWY
THEODORE AL 36582

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

NIOLON NORBERT DESHA
35777 DELVAN LN
BAY MINETTE , AL 36507

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 3660

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE , AL 3660

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

MP2 LLC C/O BRAIN VAILES
2300 AIRPORT BLVD STE A
MOBILE , AL 36606

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

MOBILE CITY OF REAL ESTATE DEPT, 4TH FLOOR
P O BOX 1827 OFFICE OF CITY CLERK
MOBILE , AL 36633

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

RL CO LLC 50% INT & CUMMINGS TDA LLC
14.81778% INT
PO BOX 16227
MOBILE , AL 36616

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

KAELIN TYLER J
266 WESTWOOD ST
MOBILE , AL 36606

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

BUSH BEVERLY Y
1850 OLD SHELL RD
MOBILE , AL 36607

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

RASP ROBERT
305 DOGWOOD DR
MOBILE , AL 36609

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

OLSEN WILLIAM EDWARD JR
257 SEMINOLE ST
MOBILE , AL 36606

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

PFAHL OTTO W & AMBER M MCGALLAGHER
259 SEMINOLE ST
MOBILE , AL 36606

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

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

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

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

BENSON BART WOODHAM
263 SEMINOLE ST
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

WOODARD CALLENA ALAINE
254 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC C/O TAYLOR KEATON
256 WESTWOOD ST
MOBILE , AL 36606

SW HOLLAND PROPERTIES LLC
15250 BROWN LOOP RD N
WILMER , AL 36587

SW HOLLAND PROPERTIES LLC
15250 BROWN LOOP RD N
WILMER , AL 36587

SW HOLLAND PROPERTIES LLC
15250 BROWN LOOP RD N
WILMER , AL 36587

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

CARNLEY ELIZABETH MORGAN
260 WESTWOOD ST
MOBILE , AL 36606

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

CRIST SUZANNE M & BRANDON M CLARKE
7211 WESTCHESTER LN S
MOBILE , AL 36695

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

HYLAND MICHAEL EDWIN
264 WESTWOOD ST
MOBILE , AL 36606

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

FOO PROPERTIES INC AN ALABAMA CORP
7320 AIRPORT BLVD
MOBILE , AL 36608

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

KEVIN THISTLEWAITE & JENNIE THISTLEWAITE
261 MORGAN AVE
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

JONES JOHN P & LINDA L
263 MORGAN AVE
MOBILE , AL 36606

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE , AL 36606

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE , AL 36606

NABUKISA JUSTIN M
265 MORGAN AVE
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

MORRIS DAVID B & BARBARA B
267 MORGAN AVE
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

PATTON ANGELA L
269 MORGAN AVE
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

FIELDS EVELYN
38 LOUISIANE DR
MOBILE , AL 36606

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

GURU KRUPA INVESTMENTS LLC, AN ALABAMA LLC
8530 ROSEBUD DR N
MOBILE , AL 36695

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE, AL 36606

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE, AL 36606

DAVIS KATHLEEN M
254 SEMINOLE ST
MOBILE, AL 36606

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE, AL 36695

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE, AL 36695

MERZ SHAWN
7560 CUMBERLAND CT
MOBILE, AL 36695

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE, AL 36606

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE, AL 36606

WEDGEWORTH SHELBY J
258 SEMINOLE ST
MOBILE, AL 36606

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE, AL 36691

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE, AL 36691

E J ALIDOR & ASSOCIATES LLC
PO BOX 9422
MOBILE, AL 36691

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE, AL 36606

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE, AL 36606

GRIFFITH DONALD B
262 SEMINOLE ST
MOBILE, AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE, AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE, AL 36606

YOUNG DOROTHY A
264 SEMINOLE ST
MOBILE, AL 36606

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK, NY 11040

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK, NY 11040

JMVD AIRPORT BOULEVARD LLC
1414 HILLSIDE AVE
NEW HYDE PARK, NY 11040

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE, AL 36606

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE, AL 36606

BETTS LEAH F & KARL W
264 CRENSHAW ST
MOBILE, AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M
ROONEY
262 CRENSHAW ST
MOBILE, AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M
ROONEY
262 CRENSHAW ST
MOBILE, AL 36606

ROONEY NORMA JEAN HYLAND & JEANNE M
ROONEY
262 CRENSHAW ST
MOBILE, AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE, AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE, AL 36606

FISHER HARRY R
260 CRENSHAW ST
MOBILE, AL 36606

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

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

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

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

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

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

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

MORRISON DEBORAH D
261 WESTWOOD ST
MOBILE , AL 36606

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

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

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

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

VEREEN PROPERTIES LLC
21 JAPONICA AVE
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

HASSEL TODD R
169 CRENSHAW STREET
MOBILE , AL 36606

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

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

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

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

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

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

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

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

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



Agenda Item #: 9

ZON-UDC-002563-2023

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

[Applicant Materials for Consideration](#)

DETAILS

Location:

2258 Airport & 267 Seminole Street

Applicant / Agent (as applicable):

Paul Stewart, Stewart Surveying, Inc.

Property Owner:

Kunche Damodara

Current Zoning:

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

Proposed Zoning:

B-2, Neighborhood Business Urban

Future Land Use:

Mixed Density Residential and Traditional Corridor

Applicable Codes, Policies, and Plans:

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

Schedule for Development (as applicable):

Not provided

Proposal:

The following is a summary of the proposal:

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

Commission Considerations:

1. Rezoning with three (3) conditions.

Report Contents:

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

PLANNING COMMISSION

VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and residential units.

APPLICATION NUMBER 9 DATE July 20, 2023

APPLICANT Paul Stewart, Stewart Surveying, Inc.

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



NTS

SITE HISTORY

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

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

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

STAFF COMMENTS

Engineering Comments:

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

Traffic Engineering Comments:

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

Urban Forestry Comments:

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

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

Fire Department Comments:

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

Planning Comments:

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

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

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

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

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

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

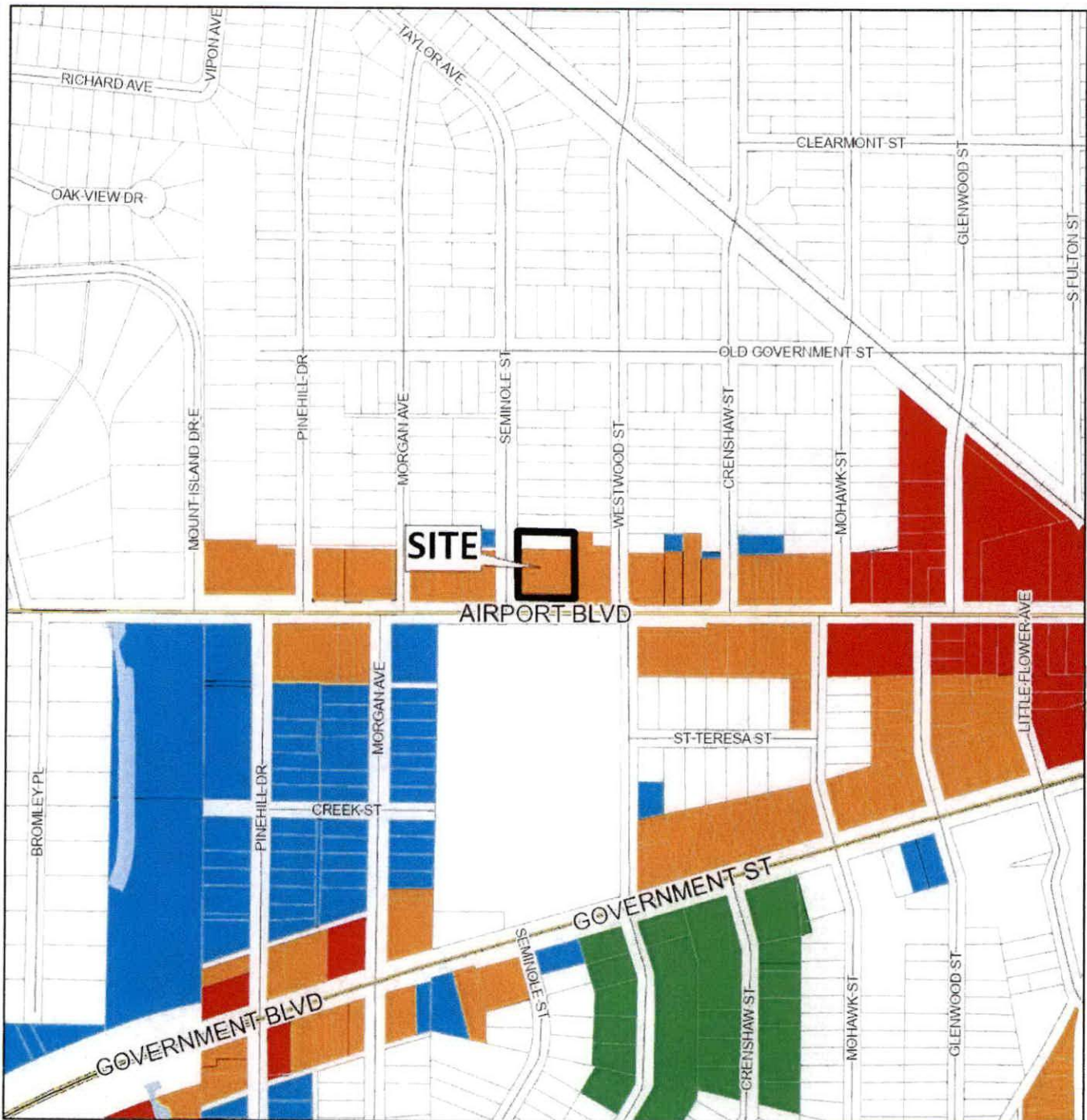
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

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

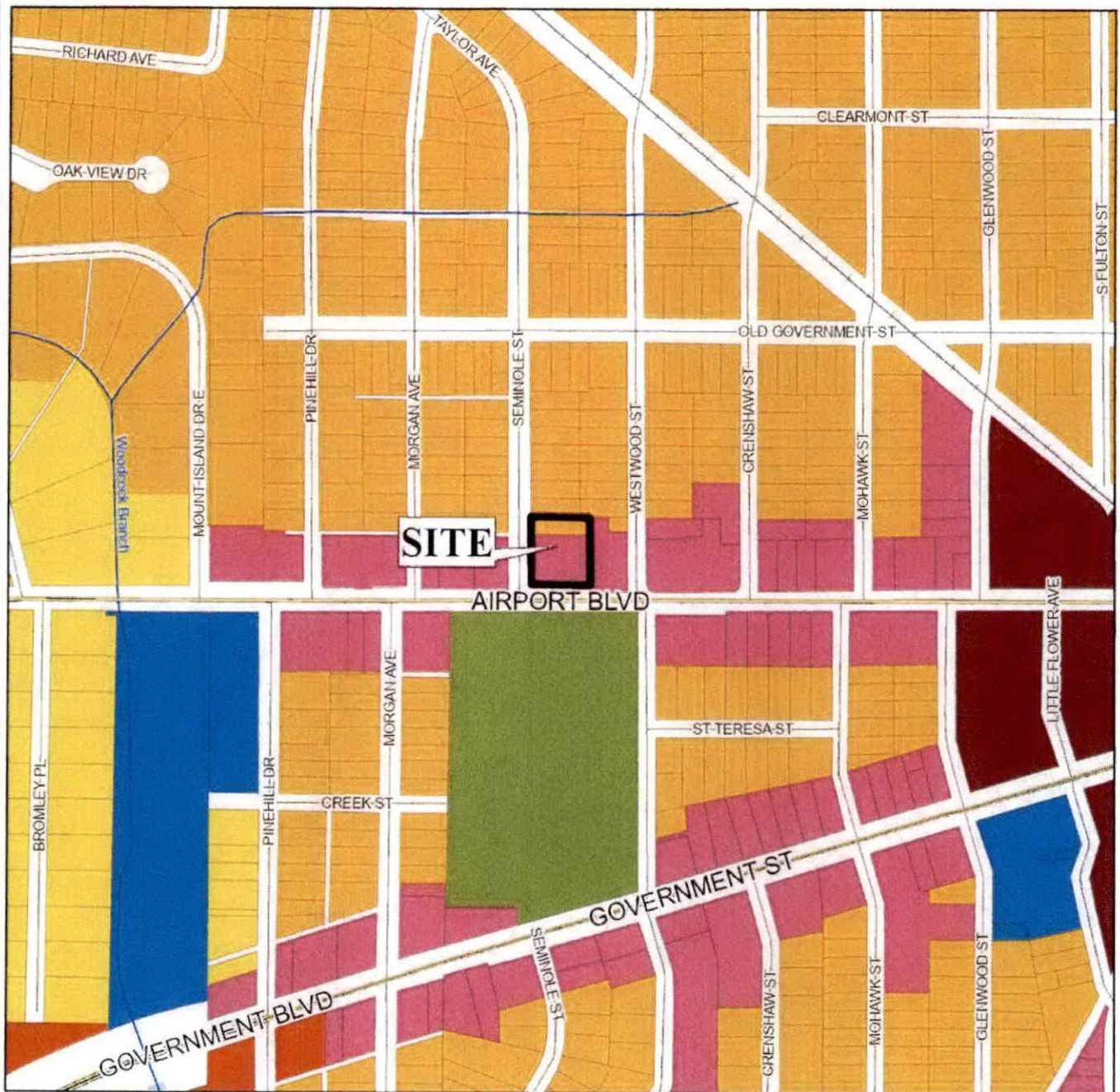
LOCATOR ZONING MAP



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



FLUM LOCATOR MAP



APPLICATION NUMBER 9 DATE July 20, 2023

APPLICANT Paul Stewart, Stewart Surveying, Inc.

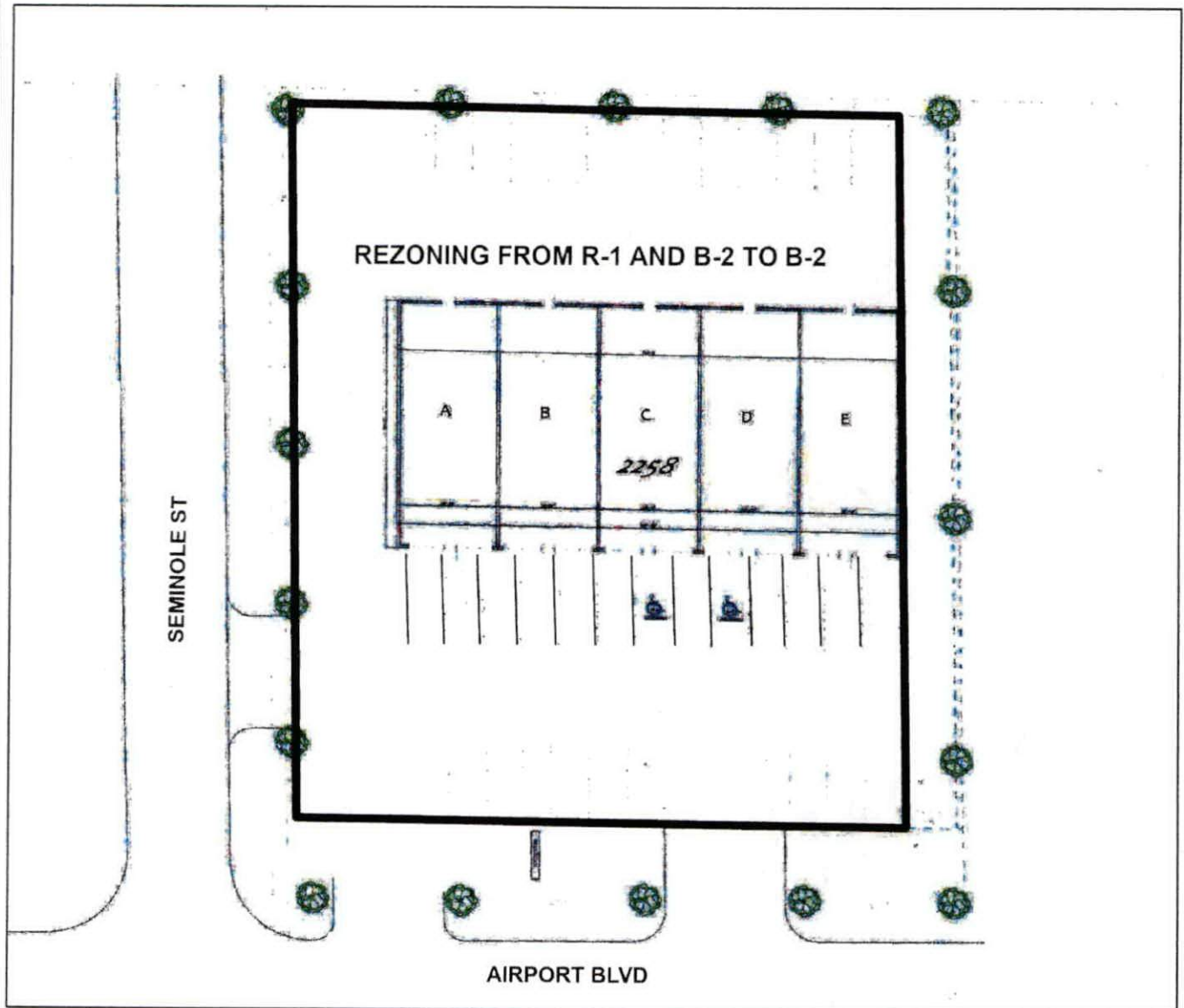
REQUEST Rezoning from R-1 and B-2 to B-2

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



NTS

SITE PLAN



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

APPLICATION NUMBER 9 DATE July 20, 2023

APPLICANT Paul Stewart, Stewart Surveying, Inc.

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

N
↑
NTS

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

Zoning District Correspondence Matrix

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

MIXED DENSITY RESIDENTIAL (MxDR)

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

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

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

TRADITIONAL CORRIDOR (TC)

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

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 4:03
PM

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY DANIEL L. McCLEAVE, NICKI PATTERSON, RAYMOND PELT, and DEBORAH A. PELT, IN THE CITY AND COUNTY OF MOBILE, ALABAMA

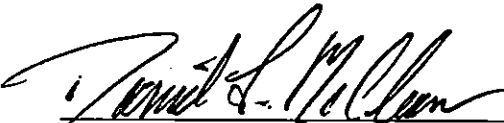
The undersigned, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt, as owners of the real property abutting that certain alley between owners' property and Old Shell Road, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated herein, hereby execute and file this petition for the vacation of said alley in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975); and

The undersigned, as petitioner, submit herewith a Declaration of Vacation executed by owners with a proposed Resolution for approval by the City Council of Mobile, Alabama, indicating its assent to such vacation.

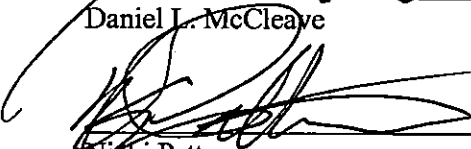
Also submitted herewith are written consents to said vacation provided to petitioner by the following entities:

Mobile Area Water and Sewer System

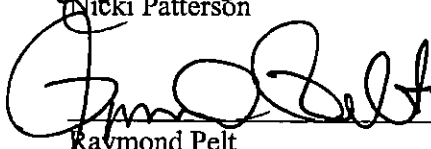
Dated this ____ day of July, 2023.



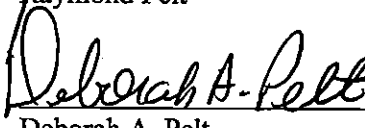
Daniel L. McCleave



Nicki Patterson



Raymond Pelt



Deborah A. Pelt

OF COUNSEL:
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
KERI RENEE COUMANIS
Post Office Box 2767
Mobile, Alabama 36652
(251) 432-5521

DECLARATION OF VACATION

STATE OF ALABAMA:

COUNTY OF MOBILE:

WHEREAS, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property") said property being more particularly shown on Exhibit "B" which is attached hereto and incorporated herein by reference; and

WHEREAS, Owners, as the abutting and affected land owners, propose to vacate that certain alley lying between Owners' Property and Old Shell Road, said alley being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by referenced; and

WHEREAS, the alley proposed to be vacated is located entirely within the city limits of the City of Mobile, Alabama; and

WHEREAS, the Owners attest the City has never maintained or exercised any dominion or control over the alley and the public has not relied on the alley for access; and

WHEREAS, said vacation will not deprive any other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from their property; and

WHEREAS, the Owners are the owners of all the real property abutting the alley; and

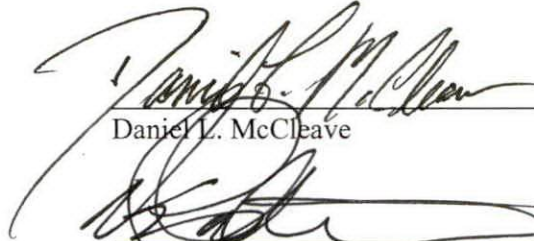
WHEREAS, it is the purpose and intention of the Owners, as the abutting property owners, to vacate the alley as described in Exhibit "A" hereto, and they do hereby indicate their consent to such vacation in accordance with Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) by executing this declaration of vacation; and

WHEREAS, it is the intent of the Owners that upon said vacation, Owners will own fee simple interest to all of the vacated alley, subject to the below reservations for existing utilities.

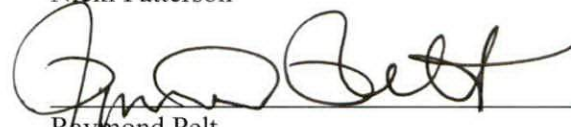
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the abutting owners between the Owners' Property and the alley, do execute this Declaration of Vacation, declaring the same to be vacated in accordance with the provisions of Section 23-4-20 and/or Section 35-2-54 of the Code of Alabama (1975) and all public rights in the alley as hereinabove setout are hereby divested, subject to the assent of the Mobile City Council, and further subject to the following:

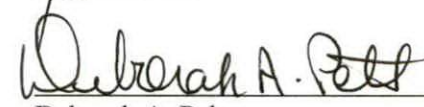
- (a) An easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned.
- (b) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed effective the ____ day of July, 2023.


Daniel L. McCleave


Nicki Patterson


Raymond Pelt


Deborah A. Pelt

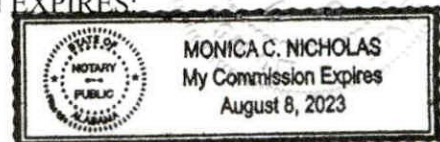
STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Daniel L. McCleave**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of July, 2023.

SEAL


NOTARY PUBLIC
MY COMMISSION EXPIRES:



(signatures continue on the next page)

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Nicki Patterson**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

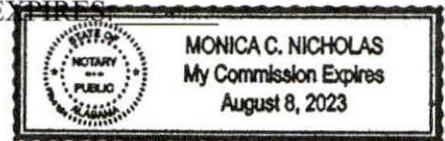
Given under my hand and official seal this the 13th day of July, 2023.

SEAL

Monica C Nicholas

NOTARY PUBLIC

MY COMMISSION EXPIRES



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Raymond Pelt**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

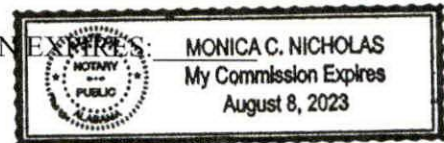
Given under my hand and official seal this the 20th day of July, 2023.

SEAL

Monica C Nicholas

NOTARY PUBLIC

MY COMMISSION EXPIRES



STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Deborah A. Pelt**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

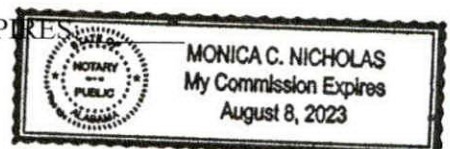
Given under my hand and official seal this the 20th day of July, 2023.

SEAL

Monica C Nicholas

NOTARY PUBLIC

MY COMMISSION EXPIRES



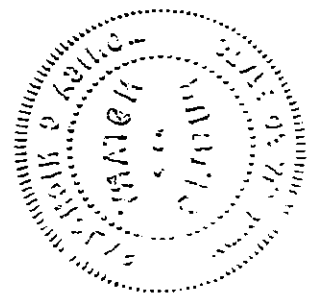
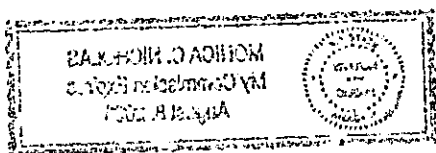
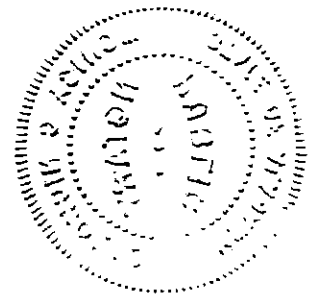
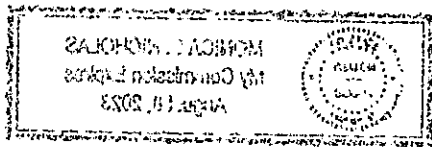
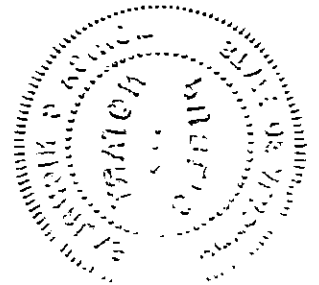
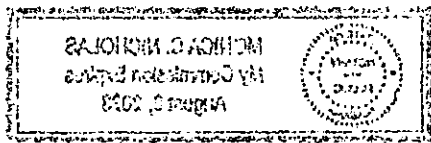
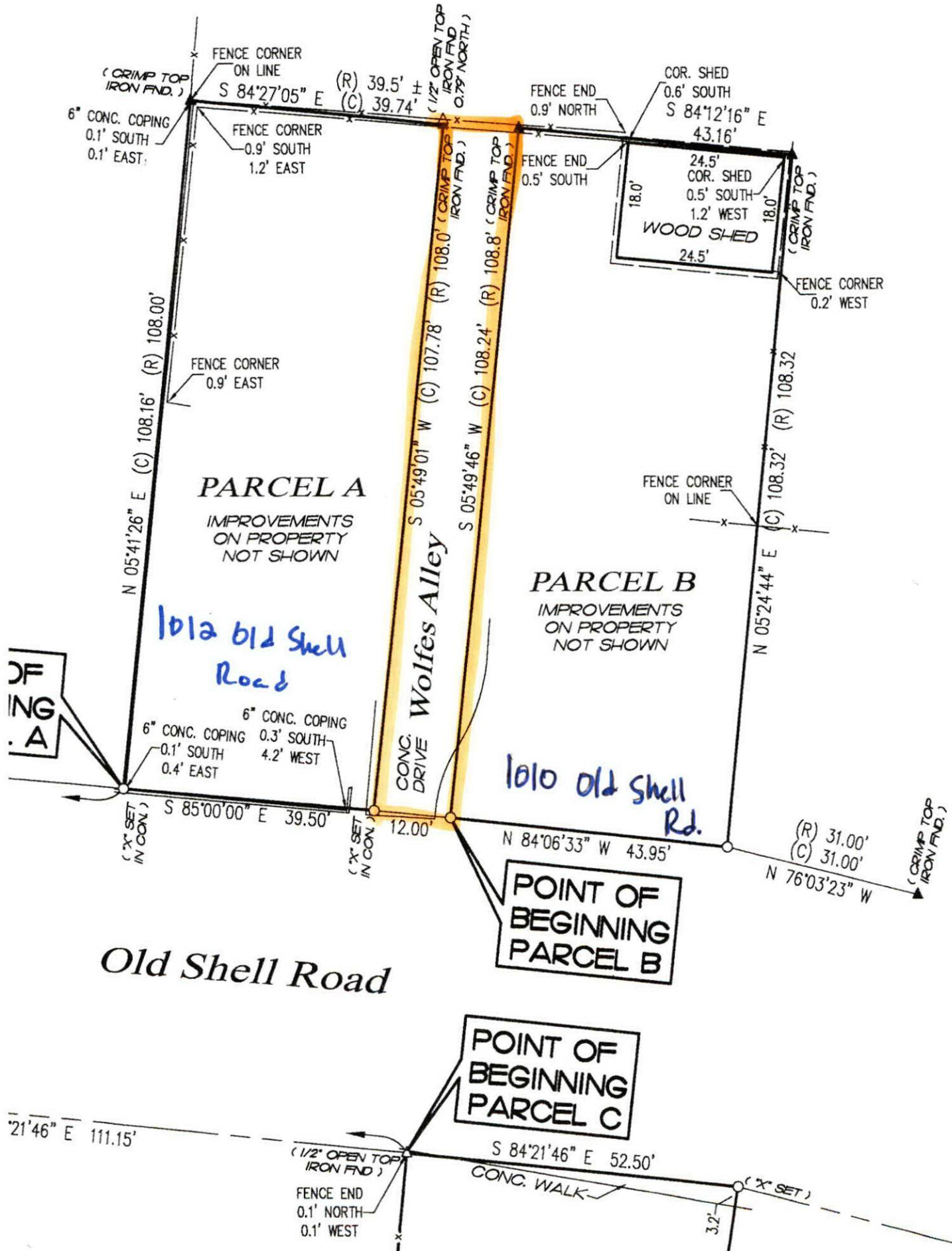


EXHIBIT "A"

WOLFES ALLEY

COMMENCING AT THE NORTHEAST CORNER OF PINE STREET AND OLD SHELL ROAD; THENCE SOUTH $85^{\circ} - 00'$ EAST ALONG THE NORTH LINE OF OLD SHELL ROAD 213.50 FEET TO THE SOUTHWEST CORNER OF WOLFES ALLEY FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH $85^{\circ} - 00'$ EAST 12.00 FEET TO THE SOUTHEAST CORNER OF WOLFES ALLEY; THENCE NORTH $05^{\circ} - 49' - 46''$ EAST ALONG THE EAST LINE OF WOLFES ALLEY 108.24 FEET; THENCE NORTH $87^{\circ} - 11' - 19''$ WEST 12.04 FEET; THENCE SOUTH $05^{\circ} - 49' - 01''$ WEST ALONG THE WEST LINE OF WOLFES ALLEY 107.78 FEET TO THE POINT OF BEGINNING.



Mobile County Property Search

Key Number: 753116 For Year 2023

 Map

 Property Details

Account

Key Number: 753116

Legal Description: COMG AT PT ON N R/W LINE OF OLD SHELL RD 223.5 FT ELY FROM NE COR OF PINE ST & OLD SHELL RD FOR POB OF PPTY HEREIN DESC TH WITH ENCL ANG OF 90 DEG 07 MIN RUN NLY ALG FENCE LINE OF 108.32 FT TH RUN WLY & PAR TO OLD SHELL RD & ALG STRIP OF OLD FENCE POST 43 FT TO E R/W/L OF WOLFES ALLEY TH RUN SLY ALG E/L OF WOLFES ALLEY 108.8 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 009

Parcel Number: 2906400009023XXX

Type: Real

Property Class: 3

Location

Address: 1010 OLD SHELL RD MOBILE, AL 36604

Owner

Name: MCCLEAVE DANIEL L & NICKI E PATTERSON

Mailing Address: 1010 OLD SHELL RD

MOBILE , AL 36604-2617

Land value = \$29,400
= \$6 sq/ft.

Vacated Area = 1,000 sq. ft +/-

Exemptions: 10Y - REG. HOMESTEAD WITH ALL STATE EXEMPT (OVER 65)INCOME TOO HIGH
For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$117,000
Land Value:	\$29,400
Appraised Value:	\$146,400
Taxable Value:	\$146,400
Assessed Value:	\$14,660

VALUES DISPLAYED ARE 2023 VALUES..

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	CITY	7.000000	\$14,660	\$102.62
14	SCHOOL	14.000000	\$14,660	\$205.24
14	FOREST	0.000000	\$0	\$0.00
14	DIST SCHOOL	15.500000	\$14,660	\$227.23
14	STATE	6.500000	\$0	\$0.00
14	COUNTY	20.500000	\$12,660	\$259.53

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 **Living Area:** 1,120.00sqft **Value:** \$113,900

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Daniel L. McCleave, Nicki Patterson, Raymond Pelt, and Deborah A. Pelt (the "Owners"), as owners of all the land abutting and affected by the alley as more particularly described on Exhibit "A" which is attached hereto and incorporated herein by reference, have petitioned to the Mobile City Council to assent to the vacation by them as abutting and affected property owners of the alley; and

WHEREAS, it is the intention of Owners, that upon said vacation, Owners will own all of the alley and will own all remaining interest in the vacated alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council, that its assent be and hereby is given to the vacating of the alley which is described on Exhibit "A", provided that the procedure for vacation shall be in strict compliance with the law, and further subject to the following: (a) an easement be excepted from this vacation and be retained in favor of Mobile Area Water and Sewer System to operate and maintain existing facilities until they are either relocated or abandoned; (c) an easement be excepted from this vacation and be retained in favor of Mobile Gas Service Corporation to operate and maintain existing facilities until they are either relocated or abandoned; and (d) Alabama Power Company and AT&T Alabama are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

The City Clerk of Mobile is hereby authorized, empowered and directed to certify a true copy of this resolution and attach such certified copy to the written declaration of vacation of the alley and to deliver said documents to Owners, the owners of the real property abutting said alley, hereby vacated.

ADOPTED this ____ day of _____, 2023.

MOBILE CITY COUNCIL

By: _____
Its: _____

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2023.

Mobile City Clerk

365589



July 20, 2023

Ms. Keri R. Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
P.O. Box 2767
Mobile, AL 36652

RE: Request to Vacate a portion of Wolfe's Alley between the addresses of
1010 and 1012 Old Shell Road

Dear Ms. Coumanis:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of the areas to be vacated above. Consequently, our agreement to vacate these rights-of-way is contingent upon the Requestor retaining said rights-of-way as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (any permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

A handwritten signature in blue ink, reading "D. B. Russell". The signature is fluid and cursive, with the first name "Daryl" and last name "Russell" clearly legible.

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

Comcast

From: [Rodriguez, Robert](#)
To: [Keri Coumanis](#)
Subject: RE: Consent to vacation of alley; Old Shell Road
Date: Tuesday, July 25, 2023 5:40:03 PM
Attachments: [image001.png](#)

I located it. We have nothing in this alley. Our plant is all on Old shell and continues down to N pine and to Oak by rounding the block. Nothing goes in this alley.

Thanks,

Robert Rodriguez
Construction Supervisor
Mobile Market
(251) 753-4428



From: Rodriguez, Robert <robert_rodriguez2@comcast.com>
Sent: Tuesday, July 25, 2023 5:27 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Subject: RE: Consent to vacation of alley; Old Shell Road

Keri,

Do you have a physical address I can use to determine the location of the alley? The Lat/Long degrees don't point me to a spot I can use to determine if our plant exists in this location.

Thanks,

Robert Rodriguez
Construction Supervisor
Mobile Market
(251) 753-4428



From: Keri Coumanis <KRC@helmsinglaw.com>
Sent: Tuesday, July 25, 2023 4:58 PM
To: Rodriguez, Robert <robert_rodriguez2@comcast.com>
Subject: [EXTERNAL] FW: Consent to vacation of alley; Old Shell Road

Thank you so much!!

Keri

From: Keri Coumanis
Sent: Tuesday, July 25, 2023 1:53 PM
To: donnie_little@comcast.com
Subject: FW: Consent to vacation of alley; Old Shell Road

Good morning,

Please see the attached survey and draft petition to vacate the southern half of what is shown on the survey as "Wolfe's Alley."

I did not find any recorded utility easements burdening Wolfe's Alley. However, the City would like your consent to the partial vacation.

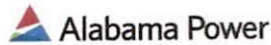
Can you send me a letter consenting to this vacation? The owners currently use the alley as a shared driveway. It will remain a driveway.

If there is another process I need to follow, please let me know.

Thank you,

Keri

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com



600 18th St N
Birmingham, AL 35203
205 257.4843
clachow@southernco.com

July 28, 2023

VIA EMAIL

Helmsing, Leach, Herlong, Newman & Rouse, PC
Attn: Keri Renee Coumanis
150 Government St, Ste 2000
POB 2767
Mobile, AL 36602

Re: Vacation of Wolfe's Alley; Old Shell Road in Mobile, Alabama

Dear Ms. Coumanis,

Reference is made in your email of July 25, 2023, providing notice to Alabama Power Company for the vacation of partial alley referenced above, as more particularly described in the survey provided.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Chester Lachowicz", written over a horizontal line.

Chester Lachowicz
Corporate Real Estate



AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

July 25, 2023

Attn: Keri Coumanis
HELMSING, LEACH, HERLONG
NEWMAN & ROUSE, P.C.
Post Office Box 2767
Mobile, Alabama 36652

Dear Mrs. Coumanis,

This letter is written in response to your letter of July 25, 2023 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of unknown date. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650



Spire Gulf Inc.
2828 Dauphin Street
Mobile, AL 36606

July 27, 2023

Keri Renee Coumanis
PO Box 2767
Mobile, Alabama

**Re: Petition for a Vacation
1010 1012 OSR**

Vacation: Vacate a twelve-foot wide alleyway, otherwise called and known as Wolfes Alley

Keri Coumanis,

In response to an email dated July 26, 2023 relative to the above referenced petition for a vacation.

Please be advised that Spire Gulf Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,


Alex Sammet (Aug 2, 2023 14:04 CDT)
Alex Sammet
Manager of Right of Way & Land Management

Engineering Approval: RJ
Systems Planning Approval: LC



HELMSING
LEACH
ATTORNEYS AT LAW

August 3, 2023

Hand-delivered

Lana Pfafenbach-Gauthier
Assistant City Clerk
City Clerk's Office
City of Mobile

Enclosed, please find the following documents regarding the request to vacate a portion of Wolfe's Alley:

- The current year fair market appraised unimproved value, as determined by the Mobile County Revenue Commissioner.
 - The amount of land to be vacated is approximately 1,000 square feet. Fair market value for unimproved land in this area of the City is approximately \$6 per square foot.
 - However, Mr. McCleave and Ms. Patterson have owned the properties located at 1010 and 1012 Old Shell Road, which the alley sits between, for 45 years. Throughout this time, if not before, the alley has been used as a driveway for these properties.
 - A fence, to the north, was placed across the alleyway many years ago. Accordingly, it is impossible to travel through the alley to the properties to the north, which are in common ownership and now a single lot of record.
 - The alleyway has never been maintained as public property.
 - There is no indication from the street that this is a public alleyway; from the street, this property reads as a private driveway.
- Three (3) sets of printed adhesive labels containing the names and addresses of the owner(s) of any abutting land or other applicable land.
- The original declaration signed by all abutting landowners.
- The written consent from the following utility companies: MAWSS, Alabama Power, Comcast, Spire and AT&T.

Please let me know when the public hearing will be set at your earliest convenience. Thank you for your assistance.

Keri Coumanis

Keri Renee Coumanis
Helmsing, Leach, Herlong, Newman & Rouse, PC
(251) 432-5521
www.helmsinglaw.com

CITY CLERK'S OFFICE
MOBILE, AL

Phone 251-432-5521 | Fax 251-432-0633 | www.HelmsingLaw.com

Post Office Box 2767, Mobile, AL 36652 | 150 Government Street, Suite 2000, Mobile, AL 36602

HELMSING LEACH HERLONG NEWMAN & ROUSE, PC



AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/24/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/24/2023 - 4:15
PM

R E S O L U T I O N

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

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the right-of-way fee for the vacation of a portion of an alley located between 1010 and 1012 Old Shell Road, by the Council as per Resolution **VACATION RESOLUTION #** is hereby set at \$6,207.84.

Gauthier, Lana

From: Stout, Carleen
Sent: Monday, August 21, 2023 2:37 PM
To: Gauthier, Lana
Cc: Lewis, Rhonda
Subject: FW: Wolfe's Alley Vacation Request
Attachments: SKMBT_McCLEAVE SURVEY August 2023.pdf; 1001-1003 Oak St Tax Assessors.pdf; 1012 Old Shell Road Tax Assessors.pdf; 1010 OSR tax assessors.pdf

Here you go Lana!

From: Lewis, Rhonda <rhonda.lewis@cityofmobile.org>
Sent: Thursday, August 17, 2023 9:27 AM
To: Stout, Carleen <carleen.stout@cityofmobile.org>
Cc: Parker, Ashley L <ashley.parker@cityofmobile.org>
Subject: FW: Wolfe's Alley Vacation Request

Carleen,

Please see the Real Estate Department Assessment of Wolfe Alley Vacation:

Wolfe's Alley Vacation

Adjoining Properties	Tax assessor Fair Unimproved Land - Market Value - 2023	Sq. Ft.	FMV / SF
Lot 1, Key No. 753125 (1012 Old Shell Rd.)	\$ 22,100	4320	\$5.12
Lot 2, Key No. 753116 (1010 Old Shell Rd.)	\$ 29,400	4752	\$6.19
Lot 3, Key No. 753189 (1001/1003 Oak St.)	\$ 22,100	7187	\$3.08
		Averaged	4.79

\$ 4.79/ SF AVERAGE X 1296 (SF TO BE VACATED) = \$6,207.84 - Real Estate Department Assessment

Thank you,

Rhonda D. Lewis
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-7537 (ph)
rhonda.lewis@cityofmobile.org





AGENDA ITEM SUMMARY SHEET

Agenda of:8/29/2023

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
packet

Type
Cover Memo

Upload Date
8/28/2023

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/28/2023 - 1:38
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

Notice of Public Hearing

Pursuant to Resolution of the Mobile, Alabama City Council adopted on August 29, 2023, a public hearing will be held on September 5, 2023, at 10:30 a.m., to consider adoption of the 2023-2024 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the multi-purpose room of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the 2023-2024 General Fund, Capital Improvements Fund, and Convention Center Fund budgets are adopted with the attached amendments.

Adopted:

City Clerk