



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, August 23, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Josh Sparkman, Christ Presbyterian Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
August 16, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Appeal of the Architectural Review Board's denial of installation of wood plank doors at 518 Dauphin Street (District 2).

Request of Sarah Turnipseed for a waiver of the Noise Ordinance at Mill Street Park on September 3, 2022, from 10:30 a.m. - 4:00 p.m. (District 1).

Request of Jerome Traywick for a waiver of the Noise Ordinance at 572 Wellington Street on September 3, 2022, from 2:00 p.m. - 10:00 p.m. (District 1).

Request of Carl Edwards for a waiver of the Noise Ordinance at Ladd-Peebles Stadium on October 1, 2022, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Deanna Fowler for a waiver of the Noise Ordinance at Cathedral Square on October 8, 2022, from 4:00 p.m. - 9:00 p.m. (District 2).

Request of Jackie Brown for a waiver of the Noise Ordinance at Langan Park

(Performing Arts Pavillion) on August 27, 2022, from 3:00 p.m. - 9:00 p.m. (District 7).

Request of Kim Greene for a waiver of the Noise Ordinance at Langan Park on October 15, 2022, from 10:00 a.m. - 11:00 a.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to rezone property located at 4119, 4161, 4173 and 4175 Halls Mill Road from R-1, B-3 and I-1 to I-1 (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Dr. Sonya White - Provide information about the free Dental Day on October 8th.

Dr. Cindy Gipson, AltaPointe - Provide information about the Mobile Justice and Mental Health Collaborative.

Dr. Sandra Parker, Altapointe - Provide information regarding the Mobile Justice and Mental Health Collaborative.

John Robb, Friends of Mobile Trees - Concerns about the Tree Commission's failure to discuss initiatives and permit requests.

12. RESOLUTIONS HELD OVER

08-693 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-694 Approve purchase order to Gulf Coast Truck & Equipment Co., Inc. for mobile charging station for electric garbage truck; \$39,465.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-695 Approve purchase order to Thompson Tractor Co., Inc. for emergency generator for Fire Station #16; \$54,750.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-696 Approve purchase order to UAV/Survey LLC for annual renewal of software for MPD Cyber; \$42,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-697 Approve purchase order to GT Distributors of Georgia, Inc. for ballistic helmets and headsets for Police Admin. Services; \$29,942.85 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-698 Approve purchase order to North American Fire Equipment Co., Inc. for rescue equipment kit for MFRD; \$23,716.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-699 Approve purchase order to Precision Delta Corp. for ammunition for MPD; \$47,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-700 Approve purchase order to Global Industries, Inc. for office furniture for MPD; \$27,807.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-701 Authorize contract with Aeiker Construction Corporation for synthetic turf at Matthews Park; \$1,627,757.05 (sponsored by Councilmembers Reynolds & Daves and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

13. ORDINANCES BEING INTRODUCED

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

14. CONSENT RESOLUTIONS BEING INTRODUCED

06-704 Correct the minutes of June 7, 2022 by listing Ordinance 57-032 in its entirety (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

58-705 Assess Cost for removal of weeds, Weed Lien Group 1628.

60-706 Determine an appropriation to Booker T. Washington Middle School serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-707 Determine an appropriation to Maryvale Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

03-722 Appoint Chris Carroll to the Board Of Adjustment (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

03-723 Appoint Stevie Cain to the Mobile Tree Commission. (Sponsored by: Councilmember Small) (Submitted by: Lisa C. Lambert, City Clerk)

15. CIP RESOLUTIONS BEING INTRODUCED

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

21-718 Authorize contract with Mid-Western Commercial Roofers, Inc. for James Seals Park community center roof; \$267,720.00 (sponsored by

Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

16. RESOLUTIONS BEING INTRODUCED

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

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

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

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

08-713 Approve purchase order to CDW Government for wireless internet access points for MPD; \$24,992.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

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

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

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

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

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

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

and Carleen Stout, Real Estate Dept.).

17. CALL FOR PUBLIC HEARINGS

41-721 Call for public hearing to consider adoption of the 2022-2023 General Fund, Capital and Convention Center budgets (scheduled for September 6, 2022).

18. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

6/23/2022 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 8:50
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/18/2022 - 10:13 AM

July 7, 2022

Re: Appeal of ARB's June 15th Decision on 518 Dauphin Street



To Whom it May Concern,

Matthew LeMond is appealing to the City Council from a decision of the Architectural Review Board ("ARB"), a Board appointed by the Council to enforce design guidelines in Mobile's historic districts. The design guidelines, available to the public for review on the City website, maintain the historic character and physical integrity of the City's designated historic districts.

A Certificate of Appropriateness ("COA") is required for any project in an historic district that materially changes the exterior of the property. When the ARB denies a COA, the City will not issue a building permit for the project, City Code, Section 44-76 (a); Section 44-77 (f)(2).

Mr. LeMond initially appeared before the ARB on February 3, 2021 in support of an application to make a variety of changes to the facades of 508 and 518 Dauphin Street. The changes included installation of paired wooden doors with windows in their upper halves at 508 and 518 Dauphin Street. The ARB unanimously approved the application, and a COA was issued.

Upon completion of the work and before a Certificate of Occupancy ("CO") may be issued, as is normal procedure, Historic Development staff visited the property on May 20, 2022 to ensure the work approved by the ARB had been completed as specified in the issued COA. Solid wood doors composed of horizontally laid planks had been installed at 518 Dauphin Street, counter to the plans approved by the ARB. When Mr. LeMond was informed that the approved doors would have to be installed or application would have to be made to retain the installed doors, he elected to apply to retain the installed doors. By letter dated May 23, 2022 to the Historic Development Department, Mr. LeMond stated that if his application to maintain the doors were to be denied, he would replace the unapproved doors with the approved design (see Addendum A).

At its meeting of June 15, 2022, the ARB unanimously denied Mr. LeMond's application for a COA. The scope of work approved on February 3, 2021 stated, "Install a pair of wood pane-and-panel doors beneath a transom in the western half ...of the storefront." The approved doors were in compliance with the

Guidelines, which call for commercial doors to have a high proportion of transparent glass, maintained the existing transom, and emphasized the commercial entrance. (see Addendum B, *Design Review Guidelines for Mobile's Historic Districts*, 7.11)

The ARB denied the COA, finding that "the wood plank doors installed in the course of construction that do not match the design approved by the Architectural Review Board in February 2021 impair the architectural and historic character of the subject property and the surrounding district." City Code Section 44-78 (a)(1).

APPEAL- STANDARD OF REVIEW BY THE CITY COUNCIL

Any person aggrieved by a decision of the ARB may appeal that decision to the City Council, City Code Section 44-81 (a).

Section 44-81 (c) sets the standard for review by the City Council; "The appeal shall be determined solely on the question of whether the Board, in rendering its decision, acted beyond the limits of its powers or abused its discretion."

CONCLUSION

The ARB acted within the limits of its powers and did not abuse its discretion when it denied Mr. LeMond's application for a COA.

The City Code directs the ARB to adopt design standards consistent with the Secretary of the Interior's standards, City Code Section 44-75 (j)(3). The ARB design standards, like the standards of the Secretary of the Interior, provide that the ratio of solids to voids (walls to doors/windows) on structures in historic districts should be maintained. The replacement of full glass doors with full wood doors does not meet that standard.

The ARB denial of Mr. LeMond's after the fact application for a COA is a proper exercise of the Board's powers, not an abuse of discretion.

Respectfully,



Christine Dawson
Deputy Director - Build Mobile
Historic Development Department

cc: Lisa Lambert
Chris Kern
Shayla Beaco

CITY CLERK'S OFFICE

MOBILE, AL

WE, JUL 13, AM10:49 RCV

Table of Contents
Certified Record: 518 Dauphin Street

Materials Regarding June 2022 Application.....	2
Staff Report and Recommendation, June 15, 2022	2
Submitted Scope of Work	4
Approved Plans Submitted with February 2021 Application.....	5
Location Map and Photos Prepared by Staff	7
Minutes of June 15, 2022 ARB Meeting.....	10
Notice of Denial.....	13
Materials Regarding February 2021 Application.....	14
Staff Report and Recommendation, February 3, 2021	14
Submitted Application	20
Submitted Plans	25
Location Map and Photos Prepared by Staff	29
Minutes of February 3, 2021 ARB Meeting.....	33
Addenda	40
Addendum A	40
Addendum B	43

APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS
STAFF REPORT AND RECOMMENDATION

ADDRESS	518 Dauphin Street	APPLICATION NO.	2022-32-CA
SUMMARY OF REQUEST	After-the-Fact Approval: installation of wood plank doors at storefront		
APPLICANT	Matt LeMond	OWNER, IF OTHER	
HISTORIC DISTRICT	Lower Dauphin Street Commercial	MEETING DATE	6/15/2022
CLASSIFICATION	Contributing	REVIEWER	C. Dawson

DISTRICT/PROPERTY AND APPLICATION HISTORY

Lower Dauphin Street Commercial Historic District was initially listed in the National Register in 1979 under Criteria A (historic significance) and C (architectural significance) for its local significance in the areas of commerce and architecture. The district is significant for its unique character stemming from the high concentration of closely spaced two- and three-story brick buildings and as Mobile's nineteenth century commercial thoroughfare. The district boundaries were expanded in 1982, 1995, 1998, and 2019.

The property was constructed c. 1960 and is considered Contributing to the district. The 1878 Hopkins map shows what appear to be brick rowhouses across most of the property composing what is now 508-518 Dauphin Street. The 1885 and 1891 Sanborn maps shows a row of four two-story brick dwellings with first-floor shops and three two-story commercial buildings on the site (including a druggist, a produce store, a tobacconist, and a barber). The footprints of the buildings on the site remained largely the same when the 1904 Sanborn map was published, though some of the businesses had changed to include a tin shop, a bicycle repair shop, and a restaurant. Twenty years later, most of the block was occupied by furniture stores, and the area of the subject property was occupied by a furniture store and small shops of unknown wares. The 1952 aerial shows about one-third of the streetfront of this block empty to the east of the subject property. By the 1955 aerial photograph, the streetfront of the block is full. At some point between 1967 and 1980, the building at the far east end of the block was removed.

This property has appeared once previously before the Architectural Review Board (ARB). In February 2021, a proposal for façade renovations including installation of new storefronts, repair of existing stucco, the installation of new awnings, the closing of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation was approved.

SCOPE OF WORK (per submitted application)

1. Maintain wood plank doors in storefront, as installed.

STAFF REPORT

A. Applicable standards from the *Design Review Guidelines for Mobile's Historic Districts* (Guidelines):

1. "If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building.
 - Use doors with a high proportion of transparent glass.

- Consider using a transom in a replacement storefront where appropriate.
- Design a replacement doorway to emphasize the commercial entrance.” (7.11)

B. Staff Analysis

This application proposes maintaining wood plank doors installed in the course of construction that do not match the design approved by the Architectural Review Board in February 2021. The scope of work approved at that time stated, “Install a pair of wood pane-and-panel doors beneath a transom in the western half of the central third of the storefront.” The approved doors were in compliance with the *Guidelines*, which call for commercial doors to have a high proportion of transparent glass, maintained the existing transom, and emphasized the commercial entrance. (A.1) The wood plank doors installed at the property are not in compliance with the *Guidelines*, as they have no glass incorporated into them, let alone a high proportion, and do not emphasize the commercial entrance.

C. Summary of Analysis

- The existing wood plank doors do not include any glass, in contravention of the *Guidelines*.
- The existing wood plank doors do not emphasize the commercial entrance.
- The existing wood plank doors are not in compliance with the *Guidelines* and should be replaced with the design approved by the ARB in February 2021.

STAFF RECOMMENDATION

Based on Section B above, Staff believes the existing wood plank doors impair the architectural or historic character of the subject property and the surrounding district. Staff recommends denial of the application.

NEW PERMIT

-  Summary
-  Details
-  Location
-  Additional Info
-  Workflow
-  Linked Records
-  Holds
-  Contacts (1)
-  Fees
-  Bonds
-  Activities
-  Files (2)
-  Print Documents
-  Conditions
-  Tasks
-  Approval Status

< A. PROJECT INFORMATION B. MAJOR PROJECT CHECKLIST C. MINOR PROJECT CHECKLIST D. EX >

\$ 15 - Full ARB Review ¹ 1	Does the Project involve Signage? No	▼	If Yes, an ARB Sign Permit application is required.
\$ 5 - Mid-Month / Staff Review ¹ 0	Does the Project involve Demolition? No	▼	If Yes, an ARB Demolition application is required.
Cost of Project ² \$4,000.00	Does the Project involve Tree Removal? No	▼	If Yes, a site plan showing all trees and landscaping that will be removed is required.

Proposed Scope of Work:

A custom made door uniquely designed by Katie Kirby Interiors to stand out amongst our storefront. The entire storefront of 518 was redeveloped to bring a historic as well as bridge the gap of unused buildings. As explained earlier, the door was custom built using a finishing method called "shou sugi ban".

Description:

I am asking for an approval of wooden doors to a storefront. The doors are a unique design with a technique called "shou sugi ban" in which the wood is torched to give it a char that looks like an alligator skin.

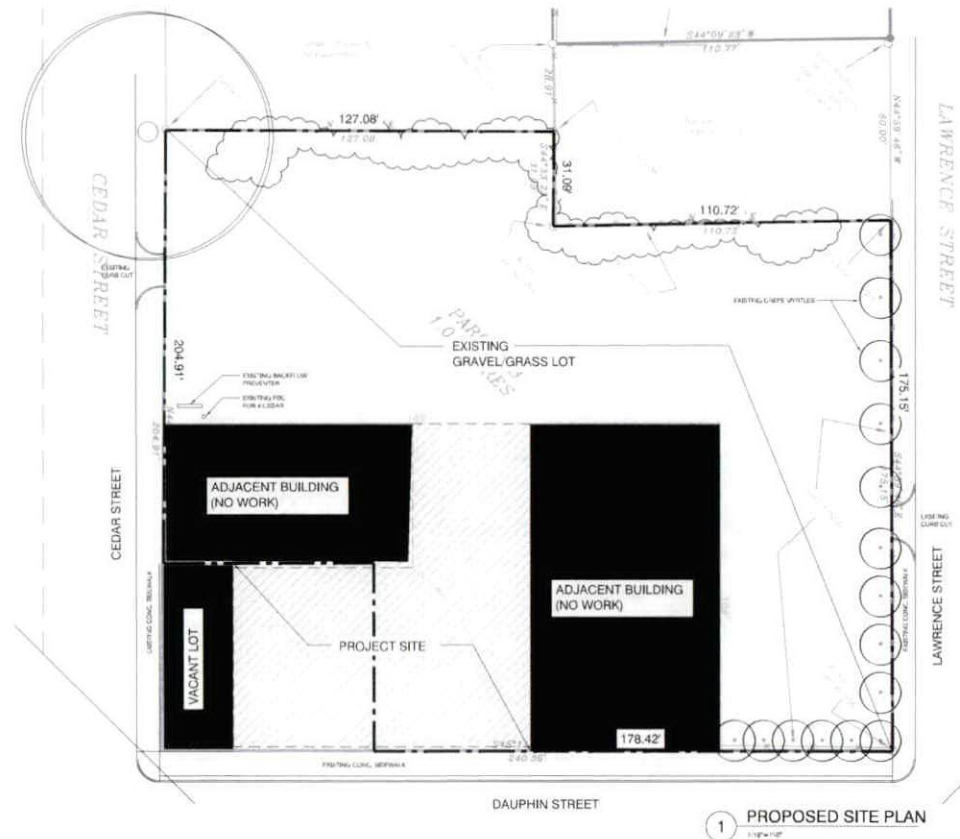
APPROVED Scope of Work:

NOTE: The Approved Scope of Work must be inserted here in order for it to appear on the issued COA.

DRAWING INDEX

- [illegible]

A detailed map of the Project Site in the City of Los Angeles. The map shows a grid of streets and various landmarks. A thick purple line indicates the proposed rail alignment, running diagonally from the bottom left towards the top right. A black dot marks the 'PROJECT SITE' location. Numerous labels are scattered across the map, identifying specific areas and points of interest, such as 'Downtown Los Angeles', 'Los Angeles Convention Center', and 'Los Angeles International Airport'. The map is oriented with North at the top.

**dakinstreet**architects

508-518 DAUPHIN STREET
BUILDING RENOVATIONS

MOBILE | ALABAMA

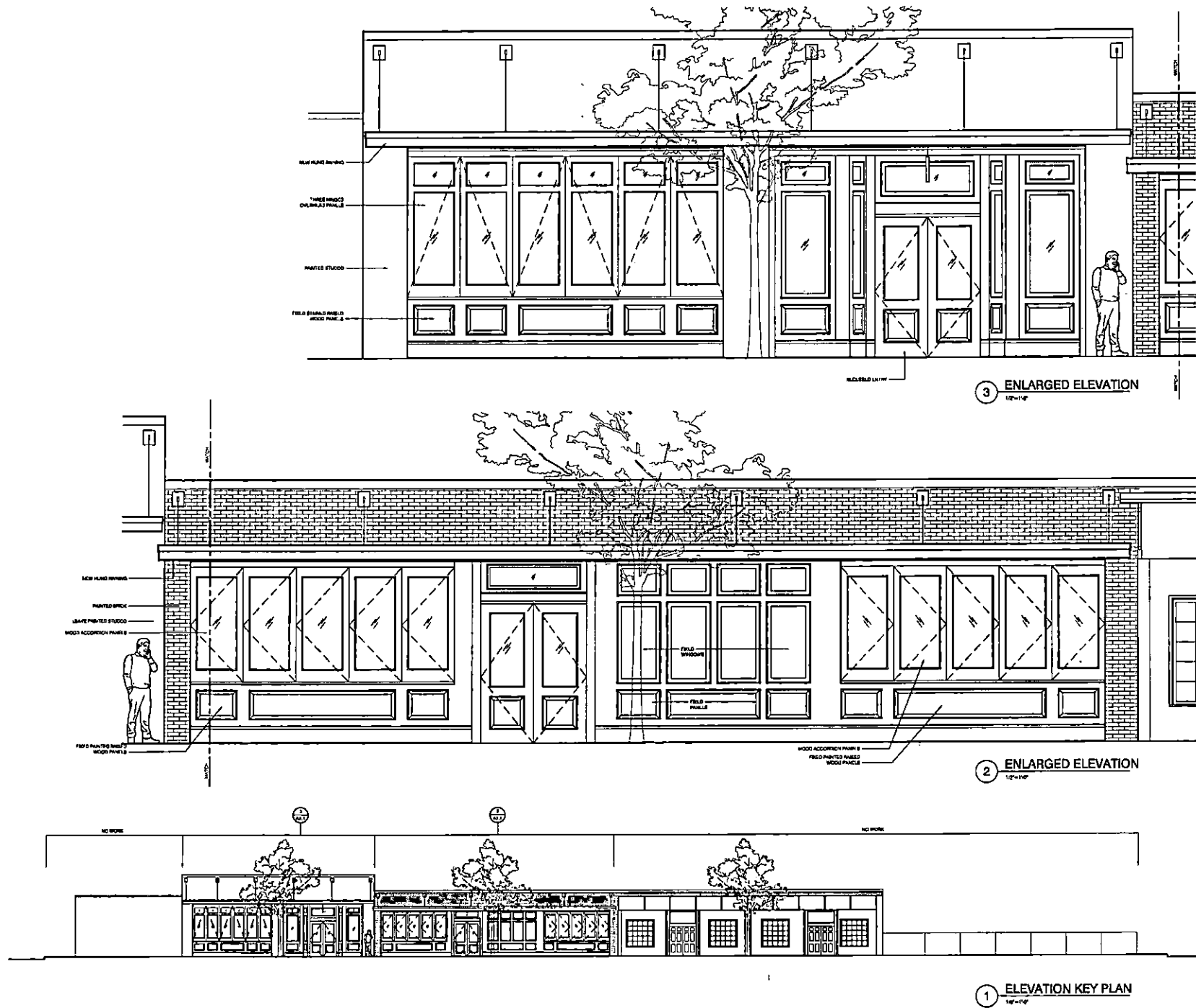
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01/15/2021

ISSUES + REVISIONS
ARB APPLICATION

SITE PLAN,
DRAWING INDEX
AND GENERAL
NOTES

G1.0



City Map
518 Dauphin Street





1. south elevation of westernmost building (2/2021)



2. view northeast to south elevations of subject properties (2/2021)



3. view north-northeast to west elevation of subject property (2/2021)



4. view north to south elevation of subject property (6/7/2022)



5. view north to installed doors (6/7/2022)



6. view northeast to subject property and 508 Dauphin Street (at right) (6/7/2022)



7. detail: installed doors on south elevation of 518 Dauphin Street (6/7/2022)



8. view northeast to south elevation (façade) of 518 Dauphin Street; 508 Dauphin at right (6/7/2022)



9. view north to doors installed as proposed at 518 (formerly 508) Dauphin Street (6/7/2022)



10. detail: "alligatoring" of wood planks on installed doors (6/7/2022)

APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS
CERTIFIED RECORD

ADDRESS	518 Dauphin Street	APPLICATION NO.	2022-32-CA
SUMMARY OF REQUEST	After-the-Fact Approval: installation of wood plank doors at storefront		
APPLICANT	Matt LeMond	OWNER, IF OTHER	
HISTORIC DISTRICT	Lower Dauphin Street Commercial	MEETING DATE	6/15/2022
CLASSIFICATION	Contributing	REVIEWER	C. Dawson

DISTRICT/PROPERTY AND APPLICATION HISTORY

Lower Dauphin Street Commercial Historic District was initially listed in the National Register in 1979 under Criteria A (historic significance) and C (architectural significance) for its local significance in the areas of commerce and architecture. The district is significant for its unique character stemming from the high concentration of closely spaced two- and three-story brick buildings and as Mobile's nineteenth century commercial thoroughfare. The district boundaries were expanded in 1982, 1995, 1998, and 2019.

The property was constructed c. 1960 and is considered Contributing to the district. The 1878 Hopkins map shows what appear to be brick rowhouses across most of the property composing what is now 508-518 Dauphin Street. The 1885 and 1891 Sanborn maps shows a row of four two-story brick dwellings with first-floor shops and three two-story commercial buildings on the site (including a druggist, a produce store, a tobacconist, and a barber). The footprints of the buildings on the site remained largely the same when the 1904 Sanborn map was published, though some of the businesses had changed to include a tin shop, a bicycle repair shop, and a restaurant. Twenty years later, most of the block was occupied by furniture stores, and the area of the subject property was occupied by a furniture store and small shops of unknown wares. The 1952 aerial shows about one-third of the streetfront of this block empty to the east of the subject property. By the 1955 aerial photograph, the streetfront of the block is full. At some point between 1967 and 1980, the building at the far east end of the block was removed.

This property has appeared once previously before the Architectural Review Board (ARB). In February 2021, a proposal for façade renovations including installation of new storefronts, repair of existing stucco, the installation of new awnings, the closing of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation was approved.

SCOPE OF WORK (per submitted application)

1. Maintain wood plank doors in storefront, as installed.

STAFF REPORT

A. Applicable standards from the *Design Review Guidelines for Mobile's Historic Districts* (Guidelines):

1. "If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building.
 - Use doors with a high proportion of transparent glass.

- Consider using a transom in a replacement storefront where appropriate.
- Design a replacement doorway to emphasize the commercial entrance.” (7.11)

B. Staff Analysis

This application proposes maintaining wood plank doors installed in the course of construction that do not match the design approved by the Architectural Review Board in February 2021. The scope of work approved at that time stated, “Install a pair of wood pane-and-panel doors beneath a transom in the western half of the central third of the storefront.” The approved doors were in compliance with the *Guidelines*, which call for commercial doors to have a high proportion of transparent glass, maintained the existing transom, and emphasized the commercial entrance. (A.1) The wood plank doors installed at the property are not in compliance with the *Guidelines*, as they have no glass incorporated into them, let alone a high proportion, and do not emphasize the commercial entrance.

C. Summary of Analysis

- The existing wood plank doors do not include any glass, in contravention of the *Guidelines*.
- The existing wood plank doors do not emphasize the commercial entrance.
- The existing wood plank doors are not in compliance with the *Guidelines* and should be replaced with the design approved by the ARB in February 2021.

STAFF RECOMMENDATION

Based on Section B above, Staff believes the existing wood plank doors impair the architectural or historic character of the subject property and the surrounding district. Staff recommends denial of the application.

PUBLIC TESTIMONY

Mr. Matt LeMond, the owner, was present to discuss the application. He stated that there were no historic photos available to determine the original door material and design. He continued that previously Staff had recommended aluminum doors yet the ARB had approved wood. He added that the doors add ‘flair and interest’ to the property and that the transom was still in place. He also mentioned that the neighbors across the street like the doors.

BOARD DISCUSSION

Mr. Roberts stated that ARB members are obligated to enforce the guidelines and ordinances and that there are more strict regulations on contributing properties versus on non-contributing properties in historic districts. He suggested that the doors be used on the interior.

Mr. Blackwell inquired if there was a way to add moldings to the doors.

Mr. Roberts responded the doors still would not contain glass and that he would hate to see moldings on these particular doors.

FINDING OF FACT

Mr. Roberts moved that, based on the evidence presented in the application, the Board finds the facts in the Staff’s report, as written.

The motion was seconded by Mr. Rodrigues and approved unanimously.

DECISION ON THE APPLICATION

Mr. Roberts moved that, based on the facts approved by the Board, the wood plank doors installed in the course of construction that do not match the design approved by the Architectural Review Board in February 2021 impair the architectural and historic character of the subject property and the surrounding district, and a Certificate of Appropriateness should not be granted.

Mr. Rodrigues seconded the motion, and it was approved unanimously.

The application was denied.

There being no further business, the meeting was adjourned at 3:36 pm.

June 16, 2022

Mr. Matthew LeMond
10 Houston Street
Mobile, AL 36606



Re: Application for COA for 518 Dauphin Street

Dear Mr. LeMond,

This correspondence concerns the status of an application that appeared before the City of Mobile's Architectural Review Board (ARB) on June 15, 2022. The ARB is a regulatory body whose members are appointed by City Council. The ARB is charged by city law to review new construction, renovations, and demolitions in Mobile's locally designated historic districts.

The ARB met on June 15th to review your request for after-the-fact approval of wood plank doors at 518 Dauphin Street. Upon reviewing the application and discussion, the application was denied based on Chapter 7 of the *Design Review Guidelines for Mobile's Historic Districts*.

If you elect to appeal the Board's decision, there is a fifteen day period from the date of the decision to file notice of appeal with the Office of City Clerk. Inquiries regarding the appeal process should be directed to Lisa Lambert at (251) 208-7814.

If you have other questions, please do not hesitate to contact my office at (251) 208-7281.

Sincerely,

A handwritten signature in blue ink that reads 'Christine Q. Dawson'.

Christine Q. Dawson
Deputy Director – Build Mobile
Historic Development Department

cc: Shayla Beaco
file

APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS
STAFF REPORT

2021-08-CA: **508-518 Dauphin Street**
Applicant: Mr. Matt LeMond on behalf of Mr. Jacob Peavy
Received: **1/15/2021**
Meeting: **2/3/2021**

INTRODUCTION TO THE APPLICATION

Historic District: Lower Dauphin Street Commercial
Classification: Contributing
Zoning: T-5.1 (Mixed Use of Medium Density)
Project: Façade renovations including installation of new storefronts, repair of existing stucco, the installation of new awnings, the closing of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation.

BUILDING HISTORY

Per the National Register nomination, the subject property was constructed c. 1960. However, based on historic map and aerial photography research, the construction date may be five to eight years prior to that estimate. The 1878 Hopkins map shows what appear to be brick rowhouses across most of the subject property. The 1885 and 1891 Sanborn maps shows a row of four two-story brick buildings with first-floor shops and upper story dwellings on the site (including a druggist, a produce store, a tobacconist, and a barber). The footprints of the buildings on the site remained the same when the 1904 Sanborn map was published, though some of the businesses had changed to include a tin shop, a bicycle repair shop, and a restaurant. Twenty years later, the Sanborn map shows most of the block was occupied by one-story furniture stores, and the area of the subject property was occupied by a furniture store and small shops of unknown wares. The footprint of the buildings present in 1924 matched the footprint of the subject property. The 1952 aerial shows about one-third of the streetfront of this block empty to the east of the subject property, and the footprint of the eastern part of the subject property shrank to the south. By the 1955 aerial photograph, the streetfront of the block is full, and the footprint of the subject property again matched the current footprint; the footprint has not changed since that time. At some point between 1967 and 1980 photographs, the building at the far east end of the block was removed.

STANDARD OF REVIEW

Section 9 of the Preservation Ordinance states “the Board shall not approve any application proposing a Material Change in Appearance unless it finds the change...will not materially impair the architectural or historic value of the building, the buildings on adjacent sites or in the immediate vicinity, or the general visual character of the district.”

STAFF REPORT

- A. This property appeared once previously before the Architectural Review Board (ARB) in July 1992, when the ARB approved the installation of a Sunbrella awning with signage at 514 Dauphin Street.

B. The *Design Review Guidelines for Mobile's Historic Districts (Guidelines)* state, in pertinent part:

1. "Historic commercial buildings sometimes have been altered significantly. Therefore, the approach to renovating a historic commercial building can be more extensive than for a historic residential structure. When considering work on a commercial structure, respecting the original design character is of the utmost importance. The following broad commercial guidelines should be considered for all projects related to historic commercial structures.
 - Preserve elements, both structural and decorative, that contribute to a building's historic character.
 - Retain the original openings, building material, and proportions.
 - Maintain the original roof configuration.
 - Do not alter a building to appear older or younger than it is. Alter buildings to reflect the building's period of significance.
 - Do not use theme designs that do not reflect the original character of the building or the district." (7.0)
2. "The current state of a building must be considered... prior to planning changes.
 - Building Condition 1. Original Design Intact. Buildings in this category have changed very little from the time they were constructed. Original ornament and detail are still intact. Some portion of the façade may require maintenance and repair, but no new design work is necessary. In this case, preservation and restoration of the original design is the objective.
 - Building Condition 2. Original Design Slightly Altered. Buildings in this category have retained the basic character of the original design, but some elements may have been removed or changed. For example, an ornamental cornice may have existed ... but is now missing. Another example is an upper story window that is blocked with [a] plywood panel... In this case, restoration of the original design is the objective. However, new elements that are compatible with a given design will be considered. For example, a missing cornice may be reconstructed... while at the same time a new storefront may be established that does not copy the original, but uses the typical elements found on nearby historic commercial buildings. In this case, avoid a conjectural renovation of the historic commercial building.
 - Building Condition 3. Original Design Significantly Altered. Buildings in this category generally have a plain front with no ornamentation or detail and fail to relate well to adjacent historic buildings... Where detailing has been removed, the development of an entirely new design that is compatible with the older building or reconstruction of the original façade based on photographic evidence is strongly encouraged... Some alterations may have taken on historic significance in their own right. In these cases, preservation of this alteration or restoration to the original may both be options." (7.0)
3. "Preserve the key character-defining features of a historic commercial façade." (7.1)
4. "Repair an altered storefront to its original design.
 - Use historic photographs when determining the original character of a storefront design.
 - Where evidence does not exist, use a contemporary interpretation of a traditional storefront.
 - Do not remove a façade veneer if it may cause serious damage to the original historic materials underneath." (7.2)
5. "Preserve the character of the cornice line.

- Reconstruct a missing cornice when historic evidence is available.
 - Use a simplified interpretation for a replacement cornice if no evidence is available.” (7.4)
6. “Replace a historic storefront to be consistent with the historic location.
 - Locate a new storefront in the same plane as it was historically.
 - Do not recess or project a replacement storefront from the front façade.” (7.6)
 7. “Preserve and repair original materials on a historic commercial building whenever possible.
 - Do not paint over exposed brick.
 - Strive to preserve materials on the sides and rear of a historic commercial building where possible.
 - Brick is the most common façade material, but in some cases stucco has been applied to an original brick façade.
 - If brick repair is required, match the mortar color, consistency, and strike as closely as possible to the original.” (7.7)
 8. “If replacement of some material is required, use a material that is similar to that of the original.
 - Use replacement mortar that is as soft or softer than the original. Type O mortar is required for historic soft brick.
 - Use true stucco instead of imitation material.” (7.8)
 9. “Preserve and repair doors and doorways of a historic commercial building.
 - Preserve historic doorways in their original location and configuration.
 - Maintain an original doorway to emphasize the commercial entrance.” (7.10)
 10. “If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building.
 - Use doors with a high proportion of transparent glass.
 - Consider using a transom in a replacement storefront where appropriate.
 - Design a replacement doorway to emphasize the commercial entrance.” (7.11)
 11. “Preserve and repair an original detail or ornamentation on a historic commercial building.
 - Maintain an original detail and ornamentation on a historic façade. Prioritize the front façade.
 - Maintain the established spatial relationships and scale of existing details.
 - Preserve and maintain a significant original detail or ornamentation element, including a pilaster, window frame, or molded wood, terra cotta, or brick.” (7.16)
 12. “Maintain the original space patterns and locations of windows. Most display windows have a bulkhead below and a transom above.” (7.18)
 13. “If required, replace original historic windows to be compatible with the windows on the original historic building.
 - Use large panes of glass that fit the original opening for a display window.
 - Do not use opaque treatments for a window, including black plexiglass. Do not paint a window.
 - Do not use reflective mirror glass for a window.
 - Unless evidence exists from existing buildings or historic photographs, do not use a multi-pane design that divides the storefront window into smaller components.” (7.19)
 14. “Preserve and maintain a historic shutter or awning.
 - Maintain and repair a historic shutter or awning.
 - Preserve and maintain a historic wood or metal awning.” (7.20)

15. "If required, replace or add shutters and awnings to maintain and keep visible the key features of a historic building.

- Fit a replacement awning or shutter to precise window or door opening.
- Use an awning with a profile similar to that of a historic awning." (7.21)

C. Scope of Work:

1. Remove existing aluminum, glass, and brick storefronts at the two westernmost units of the 508-518 Dauphin Street block.
2. Renovate the storefront façade of the westernmost building.
 - a. Install overhead pivoting wood window panels over fixed, stained wood panels in the western half of the building facade.
 - b. Install a recessed entry in the eastern half of the building facade, to consist of tall, fixed shop windows over stained wood panels on either side of a set of wood pane-and-panel doors with transom.
 - c. Repair and repaint existing stucco.
 - d. Install a new metal awning over the width of the new storefront.
 - 1) The awning would be 6' wide and attached to the masonry façade with through-bolt connections.
3. Renovate the storefront façade of the second to westernmost building.
 - a. Install wooden accordion panels over fixed, painted wood panels in the outer thirds of the storefront.
 - b. Install a pair of wood pane-and-panel doors beneath a transom in the western half of the central third of the storefront.
 - c. Install four fixed windows with transoms over fixed, painted wood panels in the eastern half of the central third of the storefront.
 - d. Install a new metal awning over the width of the new storefront.
 - 1) The awning would be 6' wide and attached to the masonry façade with through-bolt connections.
4. Infill existing openings on the west elevation with masonry to match existing wall thickness.
5. Fenestration changes on the north elevation. (*No elevations were provided.*)
 - a. Convert an infilled window opening to a door opening.
 - b. Install double painted metal doors.
 - c. Infill an existing door opening.

STAFF ANALYSIS

The subject property, 508-518 Dauphin Street, is located within the Lower Dauphin Street Commercial Historic District. The application under review involves the removal of façade elements, installation of new storefronts, repair of existing stucco, the installation of new awnings, the infilling of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation.

Because no early photographs of the subject facade could be located, it is unknown what changes may have occurred prior to 1994. However, based on file survey photos, the façade of the eastern of the two subject properties appears very similar to its appearance at that time. However, the westernmost building appears to have experienced changes to both the storefront opening sizes and materials. Therefore, the buildings are most consistent with Building Condition 2 noted above. (B.2)

The *Guidelines* state, "Preserve key character-defining features of a historic commercial façade," and "Preserve the character of the cornice line." (B.3, B.5) Furthermore, the *Guidelines* state that historic doors and doorways should be preserved in their original locations and configurations. "Maintain an

original doorway to emphasize the commercial entrance.” (B.9) The proposed changes to the building façade would preserve both the basic fenestration pattern, if not the light pattern. However, the proposed changes to the storefronts would introduce smaller expanses of glass than currently extant and what historically would have been present. Therefore, the proposed changes to the façade would alter the character-defining pattern of large panes of glass but would preserve other character-defining features.

The *Guidelines* instruct, “Replace a historic storefront to be consistent with the historic location,” and, “If replacement of some material is required, use a material that is similar to that of the original.” (B.6, B.8) The proposed replacement storefronts would be in the same locations as the existing; however, the new storefronts would be composed of wood rather than metal. Metal would be a more likely material for the time period of the subject properties. The use of wood storefronts in this application would not appear to be in conformance with the *Guidelines*.

The approximate location of the main entrances to the storefronts would be maintained, in conformance with the *Guidelines*, which state, “Preserve and repair doors and doorways of a historic commercial building.” (B.9) The *Guidelines* further instruct that original doorways should be maintained “to emphasize the commercial entrance.” The application proposes the installation of wood doors, rather than metal; wood doors would not seem to be in conformance with the *Guidelines*, which state, “If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building. Use doors with a high proportion of transparent glass.” (B.10) While the proposed doors would be approximately half glass, they would have a much lower proportion of glass than the existing glass doors or other storefront doors of the era of the subject property’s construction.

It is not known whether the existing windows in the storefront portion of the façade are original to the structure; however, given the apparent non-historic bulkheads, they do not appear to be original. The *Guidelines* direct that, “If required, replace original historic windows to be compatible with the windows on the original historic building. Use large panes of glass that fit the original opening for a display window.” The *Guidelines* further instruct, “Unless evidence exists from existing buildings or historic photographs, do not use a multi-pane design that divides the storefront window into smaller components.” (B.13) The proposed overhead pivot windows and accordion window panels contain a smaller proportion of glass than the existing storefront windows, and they divide the windows into smaller components in contravention of the *Guidelines*.

The application proposes to install metal canopies over the two storefronts. Regarding the installation of new awnings, the *Guidelines* offer only the following. “If required, replace or add ... awnings to maintain and keep visible the key features of a historic building. Fit a replacement awning ... to precise window or door opening. Use an awning with a profile similar to that of a historic awning.” (B.15) The new canopies over the storefront entrances would be of restrained design in keeping with the building’s era of construction and composed of materials appropriate to the building. Per the architect, the canopies would closely resemble those found over the entrances to 562 and 564 Dauphin Street, properties of a similar age in the Lower Dauphin Street Commercial district. These similar canopies were approved by the ARB in 2016. The proposed canopies would not obstruct any key features of the façade and appear to be in conformance with the *Guidelines*.

The openings proposed to be properly infilled on the west elevation formerly opened into a building that is no longer extant. The *Guidelines* do not specifically address the infill of passages between buildings or openings created when an adjacent building is removed.

Similarly, the *Guidelines* do not specifically address changes to fenestration on rear elevations of commercial buildings, as is proposed for the north elevation of the subject property. It should be kept in mind, however, that the secondary elevations of commercial buildings are “working” elevations intended

for deliveries, trash removal, and other tasks not intended for public consumption. Therefore, changes to these elevations, when they become necessary for the efficient conduct of business, do not merit the same level of scrutiny as changes to the primary facades of commercial buildings.

STAFF RECOMMENDATION

Based on Section B above, Staff believes the proposed replacement of the existing storefronts with wood windows and doors would not be in conformance with the *Design Review Guidelines for Mobile's Historic Districts* and would impair the architectural and historic character of the subject property and the surrounding district. Staff believes that the other proposed changes, including the installation of canopies and fenestration changes to the west and north elevations would not impair the historic character of the subject property or the surrounding district. Staff recommends approval in concept of these portions of the application.

Architectural Review Board Application For Proposed Work in Mobile's Historic Districts

Date of Application: 01/15/2021 Date Received: 1/15/21

Address of Property: 508-518 Dauphin Street

Cost of Project (Required): \$1,250,000(est) Fee Paid: ☒ \$ 15 Check #: _____

Name of Owner: Jacob Peavy

Owner's Address: 4118 Yellow Heron Ln

Owner's Email: jake@jakepeavy.com Owner's Telephone: 334-306-6162

Other Contact Information: _____

Owner's Representative Name: Matt LeMond

Business Name: O'Dalys Irish Pub

Address: 562 Dauphin St

Email: matthewlemond@mac.com Telephone: 504 701-2589

Other Contact Information: _____

Describe the Proposed Work:

Remove non-original aluminum and brick storefront elements to two adjacent buildings.

Westernmost business to have the existing stucco repaired and painted and new stained wood paneled storefront added.

A portion of the storefront will contain operable panels that pivot open.

The adjacent business will remain painted brick (new color TBD) and will receive a new painted wood storefront.

Two portions of the storefront will contain operable panels that will either accordion to the side or pivot open.

Both building shall receive a new hung awning, but at differing heights to keep in proportion with the varying heights of the two buildings. Site work to be submitted under separate application.

Does the work involve demolition of a structure? ☒ No ☐ Yes Please fill out demolition portion of application.

Does the proposed work involve signage? ☒ No ☐ Yes, \$5.00 fee. Please fill out signage portion of application.

Will the proposed work require the removal of any trees from the site? ☒ No ☐ Yes

If yes, attach a detailed site plan showing all trees and landscaping that will be removed and contact the Urban Forester at 208-7091 for Tree Permitting Requirements.

REQUIRED PLANS: If plans are required for the project please attach the following:

- Attach two (2) sets of plans: one large scale set and one 11"x17" reproducible set,
- Also attach one set of photographs to the application.
- If available, electronic plans should also be submitted as a TIFF or PDF.
- A \$15 or \$5.00 application fee is due upon filing. Check should be made out to the City of Mobile.

Updated: March 22, 2018

Refer to the following Checklist for requirements for specific work items to be performed. Refer to the Review Board Guidelines for assistance with appropriate treatment for structures in Mobile's Historic Districts. Staff is available to assist with application preparation. For large projects, such as new construction or substantial additions or renovations, consultation with staff is strongly encouraged. Unless an applicant asks the staff to review an application upon submittal, the application will not be examined until after the agenda deadline. Any incomplete applications may be held until all information is submitted.

Staff Reports: The MHDC Staff will review your application and generate reports that will be placed with the agenda on the web site one week before the meeting. These may be found at <http://www.mobilehd.org/meetings.php>. Please examine these and be prepared to discuss any issues at the Board meetings. Questions before the meeting should be addressed to the staff of the MHDC.

Alterations to Approved Plans: A new application must be submitted for changes to the approved plan. Minor alterations may be approvable by staff.

Historic Markers: The Architectural Review Board examines applications based on its adopted guidelines for historic preservation. These are based on a minimal standard set by the City and the State. Historic markers are awarded by the Mobile Historic Development Commission based on a higher standard of review. Approval by the ARB does not guarantee approval for a historic marker. If the desire is to qualify for a marker, please inform the Board and it will attempt to guide you toward the higher goal.

Conflicts of Interest: ARB members sit as a quasi-judicial body. All its deliberations must be made in an open meeting. It is illegal for a Board member to discuss an application outside of a meeting with anyone but staff. Conflicts of interest, if any, will be disclosed at the meeting.

Public Notice: A sign will be placed in a conspicuous location on the property prior to the Review Board meeting to notify surrounding property owners of a pending application. Attendance at the meeting is strongly advised in order for the applicant to respond to any questions.

NOTE: INCOMPLETE APPLICATIONS WILL NOT BE PLACED ON THE AGENDA

**Use the Following Checklist to Ensure a Complete Application
Complete each box that applies**

NEW CONSTRUCTION, ADDITIONS, OR EXTENSIVE RENOVATION/REPAIR TO EXISTING STRUCTURES	
1.	One large set and one 11 x 17 (reproducible) set of scaled drawings which shall include:
a.	☒ A complete site plan illustrating the proposed construction, its location, with dimensions, required setbacks, landscaping and other site amenities;
b.	☒ Floor plans, with dimensions, as they impact the exterior of the building, including existing plan and proposed plan;
c.	☒ Square footage of the original building with square footage of all additions including the proposed addition;
d.	☒ A drawing, with dimensions, of all affected exterior elevations;
e.	☒ Notes describing all exterior materials (i.e. walls, roof, trim, cornice, windows, etc.) Sample materials may be required in some cases (consult with staff);
f.	☒ Detailed drawings or photographs of all decorative architectural details (i.e. columns, balustrades, modillions, etc.);
g.	☐ TBD Paint samples and plan keyed to location of each color. (See below)
2.	Photographs of the subject property to be worked on and surrounding buildings are required.
	☐ Subject Property photographs
	☐ Surrounding Buildings photographs

The office of the MHDC can provide sample plans for garages, carports and outbuildings. These are generally acceptable for most domestic sites. Note: These are for design purposes only and are not suitable as construction drawings.

Updated: March 22, 2018

FOR MINOR RENOVATION OR REPAIR TO EXISTING BUILDINGS

For work which includes changes to the exterior of existing buildings, the following is required:

1. ☐ Elevation drawings with dimensions and material details
2. ☐ Floor plans
3. ☐ Photographs of each face of the building to be renovated with details of the areas of work.

EXTERIOR PAINTING

Period color schemes are encouraged. However, other colors may be acceptable. Submit name and color samples for:

Manufacturer
main body color
trim or decorative features
porch deck
accent areas: lattice, shutters, etc.
other areas

FENCES, DRIVES AND GATES

1. ☐ A drawing or photograph of the type of fence, wall or gate with the height noted.
2. ☐ A site plan, with dimensions, showing the placement of any proposed change to the property as it relates to property boundaries and all other building or site facilities.
3. ☐ A description of the materials to be used.
4. ☐ Paint samples, if the fence, wall or gate is to be painted.

SIGNAGE

Width of sign _____ feet _____ inches

Height of sign: _____ feet _____ inches

Single Face _____ Double Face _____

Height (from ground level to top of sign) _____ feet _____ inches

Height (from ground level to bottom of sign) _____ feet _____ inches

Total Square Footage of Signage: _____ square feet. (Both sides if double-faced)

General Description

Type of Sign: Monument _____ Free Standing _____ Projecting _____ Wall _____ Banner _____ Sandwich Board _____

How will sign be mounted: _____

Sign Materials (sample materials may be requested by the Review Board): _____

Describe type of lighting to be used: _____

Linear front footage of principle building: _____ feet _____ inches.

Square footage of Existing Signage: _____ feet _____ inches N/A _____

Include in Application:

_____ Scaled colored renderings of the requested sign; or photographs with dimensions

_____ Photographs of the building

_____ A site plan or building elevation showing the location of the proposed signage For specific requirements, refer to *Sign Design Guidelines for Mobile's Historic District and Government Street*.

DEMOLITION APPLICATION

Purchase Date: _____ Purchase Price: _____

Current appraised value of the property? _____ (N/A if Not Available)

Was the property occupied at time of purchase? _____ What was the property's condition? _____

What alternatives to demolition have you considered for this property?

Have you listed the property for sale or lease since your purchase? ☒ Yes ☐ No

If "Yes", what was your asking price? _____

How many offers did you receive? _____

CONTINUED ON NEXT PAGE

List any options currently held for the purchase of the property, including the price received for such option, the conditions placed on such option and the date of expiration of such option:

Do you have construction plans ready to complete the replacement project? ☒ Yes ☐ No

If so, how much have you expended on the plans?

What are the dates of these expenditures?

In order to determine your ability to complete the replacement project, do you have the following:

Performance Bond ☒ Yes ☐ No

Letter of Credit ☒ Yes ☐ No

Trust for completion of improvements ☒ Yes ☐ No

Other evidence of financial ability ☒ Yes

☐ No

Letter of commitment from a financial institution ☒ Yes ☐ No

"In no event shall the Board entertain any application for the demolition or relocation of any Historic Property unless the applicant also presents at the same time the post-demolition or post-relocation plans for the site." Ordinance #44-084

An Architectural Review Board Application with supporting documentation and fee should accompany this request with the plans for development of the site. A sign will be placed in the front yard of the property prior to the Review Board meeting to notify surrounding property owners of a pending application. Attendance at the meeting is strongly advised in order for the applicant to respond to any questions.
SEE NEXT PAGE

Updated: March 22, 2018

CONFLICTS WITH OTHER CITY DEPARTMENTS

The Architectural Review Board examines applications solely on the basis of impairment to the historic character of a building or neighborhood. Approval by other City Departments may consider other aspects of a project such as safety. When multiple regulations are in conflict, generally the most restrictive applies. Also, though the staff and Review Board try to inform applicants of possible conflicts, they may not be aware of all the implications of a request. Therefore, the property owner should clear all requests with the appropriate departments.

**Mobile Historic Development Commission, 200 Government Street, Second Floor
Mobile, Alabama
Mail to: MHDC, P.O. Box 1827, Mobile, AL 36633-1827
Phone: (251) 208-7281
www.mobihd.org**

Updated: March 22, 2018

508-518 DAUPHIN STREET

BUILDING RENOVATIONS

GENERAL NOTES

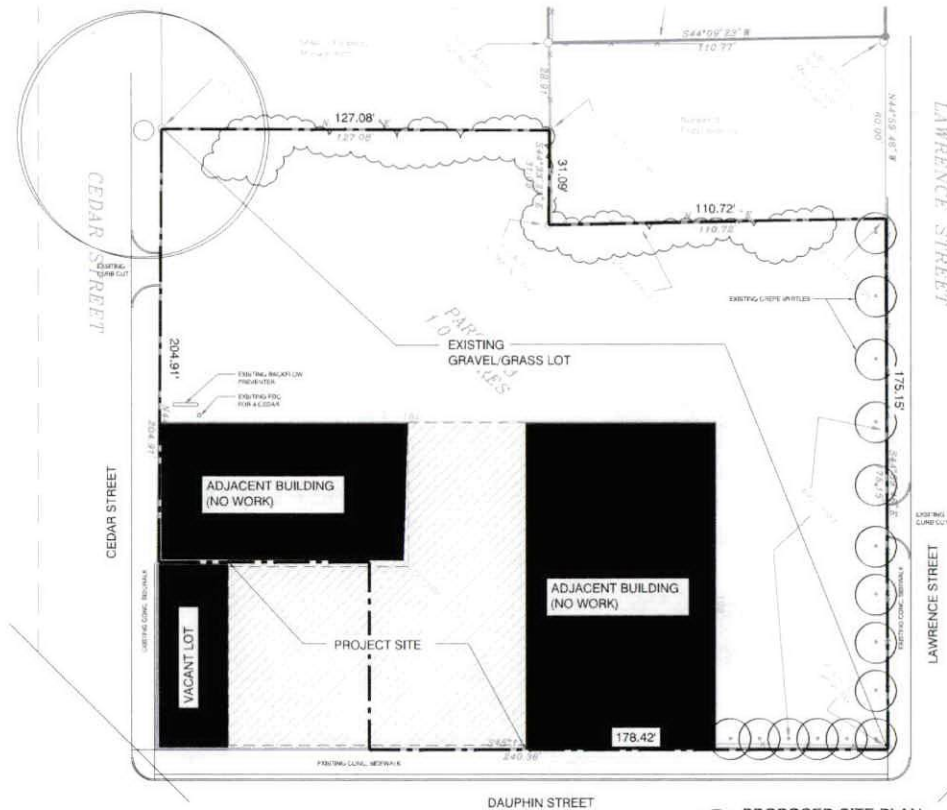
1. THE CONTRACTOR SHALL EXAMINE THE PROJECT DRAWINGS AND PROJECT MANUAL, IF APPLICABLE, AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES FOUND BEFORE PROCEEDING WITH THE WORK.
2. THE CONTRACTOR SHALL VERIFY CONDITIONS AT THE SITE AND REPORT ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
3. FLOOR AND WALL OPENINGS, BELLWORK, VENTILATION, IN THE BUILDING SHALL BE COORDINATED WITH THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
4. ROOFING DOORS AND WALLS SHALL BE PROVIDED BY THE MECHANICAL, FIRE, SPRINKLER AND PLUMBING CONTRACTORS AT ALL VALUES, QUANTITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK WITH THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES BEFORE ANY RELATED WORK BEING CONDUCTED WITH THE RESPECTIVE UTILITY COMPANY.
6. THE CONTRACTOR SHALL PROVIDE TEMPORARY WALKWAYS AND SHORING AND SHALL BE RESPONSIBLE FOR ALL LINES TO REMAIN THE BUILDING STRUCTURES AND COMPONENTS ADJACENT TO THE BUILDING STRUCTURES, UTILITIES AND ROOF OF ANY WAY IN BLANKET DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS INDICATED WITHIN THESE DRAWINGS AND SHALL NOTIFY THE ARCHITECT OF ANY VARIATIONS FROM THE DIMENSIONS OF ANY MATERIALS, STARTING FABRICATION OR BEGINNING CONSTRUCTION.
8. ALL UTILITIES AND WORK RELATED TO THEM SHALL BE REMOVED FROM THE SITE, AS REQUIRED BY THE ARCHITECT.
9. THE CONTRACTOR, AT THE COMPLETION OF THIS PROJECT, SHALL LEAVE ALL AREAS AND FINISHED SPACES IN A CLEAN AND ACCEPTABLE CONDITION.
10. ALL MECHANICAL, PLUMBING AND ELECTRICAL SYSTEMS ARE TO BE FULLY COORDINATED WITH THE ARCHITECTURAL DOCUMENTS BY THE GENERAL CONTRACTOR.
11. ALL WORK SHALL BE PERFORMED AT THE HIGHEST LEVEL OF SKILL OF THE INDUSTRY PRACTICES.
12. WALL, FLOOR, CEILING, GROUND AND ROOF SHALL BE FINISHED TO MATCH COLORS SPECIFIED FOR THE BUILDING IN WHICH THE WORK IS BEING PERFORMED. ALL WORK SHALL BE DONE TO THE HIGHEST LEVEL OF SKILL OF THE INDUSTRY PRACTICES.
13. ALL PARTS, MATERIALS AND ATTACHMENTS SHALL BE FULLY CONSIDERED FROM THE ARCHITECT'S DRAWINGS.
14. THE CONTRACTOR SHALL COORDINATE WITH THE ARCHITECT ALL CONSTRUCTION ACTIVITY, PROJECT A, SUPPORT AND MAINTENANCE WORKS REQUIRED TO MAINTAIN THE EXISTING STRUCTURES.

VICINITY MAP



DRAWING INDEX

010	DRAWING INDEX, SITE PLAN, METEOROLOGICAL AND VENTILATION
011	BUILDING CODE SUMMARY
012	LEFT SAFETY PLAN
013	LANDING STAIRS / REMOVAL PLAN
014	GROUND FLOOR PLAN
015	SHEDDING AND JUNCTION PLAN
016	UTILITY PLAN
017	WALL, WINDOW AND DOOR DETAILS
018	DEMOLITION PLAN
019	DEMOLITION ELEVATIONS
020	DEMOLITION ELEVATIONS
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1 PROPOSED SITE PLAN
1/8" = 1'-0"

dakinstreetarchitects

508-518 DAUPHIN STREET
BUILDING RENOVATIONS

01/15/2021

ISSUES + REVISIONS
AND APPLICATION

SITE PLAN,
DRAWING INDEX
AND GENERAL
NOTES

G1.0

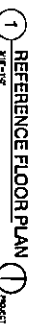
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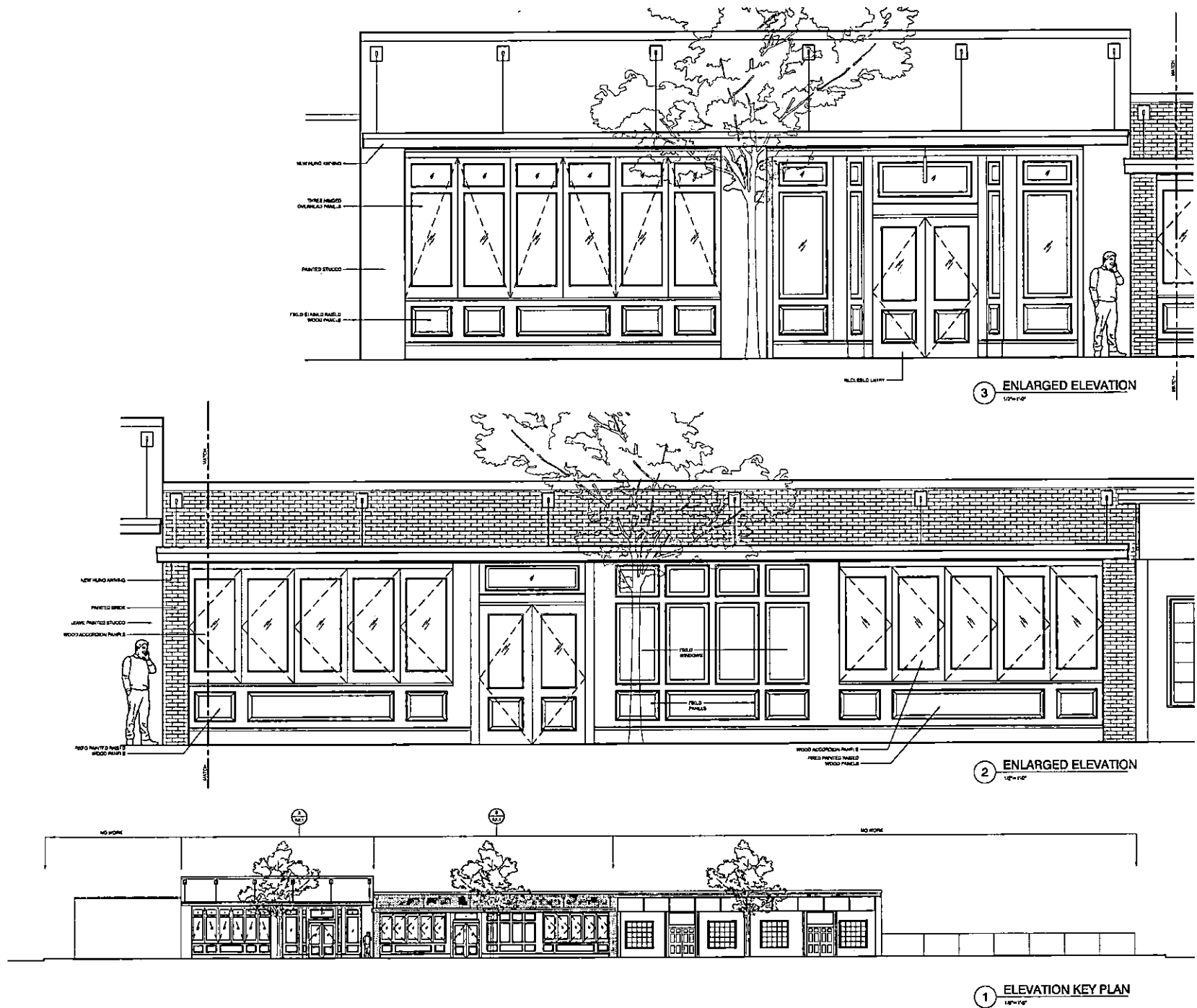
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[illegible]

MOBILE | ALABAMA

Figure 1 consists of two cross-sectional diagrams of a wall and its foundation.
 (a) Section of wall and foundation: Shows a wall of height \$H\$ and thickness \$t\$ on a foundation of thickness \$d\$. The wall is subjected to a horizontal load \$P\$ at height \$H\$. The foundation is subjected to a vertical load \$V\$ and a horizontal load \$H\$. The wall is reinforced with vertical bars of area \$A_s\$ and horizontal bars of area \$A_h\$. The foundation is reinforced with vertical bars of area \$A_s\$ and horizontal bars of area \$A_h\$. The wall is shown with a vertical crack.
 (b) Section of wall and foundation with reinforcement: Shows the same wall and foundation as in (a), but with additional reinforcement. The wall is reinforced with vertical bars of area \$A_s\$ and horizontal bars of area \$A_h\$. The foundation is reinforced with vertical bars of area \$A_s\$ and horizontal bars of area \$A_h\$. The wall is shown with a vertical crack.





City Map
508-518 Dauphin Street





1. south elevation of westernmost building



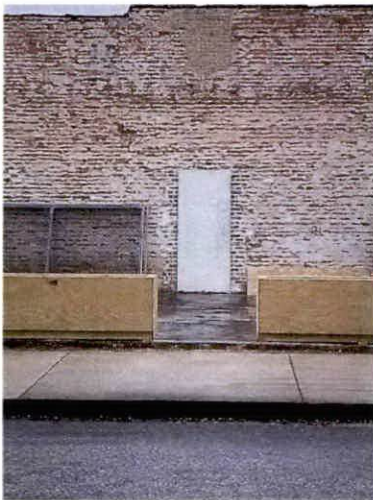
2. view northeast to south elevations of subject properties



3. view northeast to south elevation of eastern subject property



4. view north-northeast to west elevation of subject property



5. existing opening in west elevation to be infilled



6. opening on west elevation to be infilled



7. view south to area of proposed fenestration changes on the north elevation of the subject property



8. detail view of area of proposed fenestration change on rear (north) elevation



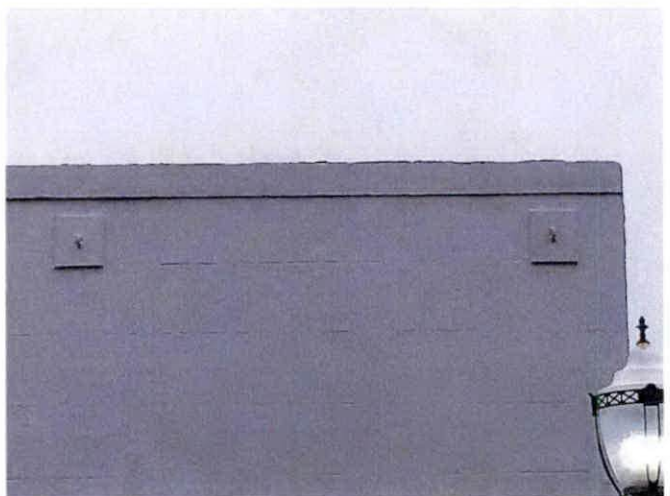
9. detail view of storefront on westernmost subject building



10. view north to junction between easternmost subject property and adjacent unit (note no apparent transom at right)



11. detail view of same



12. existing canopy hooks at cornice of westernmost subject building



13. detail view of storefront in eastern subject property



14. detail view of area of non-original bulkhead at western-most subject property



15. canopies similar to those proposed for subject property



16. detail view of similar canopy to those proposed for subject property

APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS
CERTIFIED RECORD

Mr. Stone recused himself from consideration of this application.

2021-08-CA: **508-518 Dauphin Street**
Applicant: Mr. Matt LeMond on behalf of Mr. Jacob Peavy
Received: **1/15/2021**
Meeting: **2/3/2021**

INTRODUCTION TO THE APPLICATION

Historic District:	Lower Dauphin Street Commercial
Classification:	Contributing
Zoning:	T-5.1 (Mixed Use of Medium Density)
Project:	Facade renovations including installation of new storefronts, repair of existing stucco, the installation of new awnings, the closing of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation.

BUILDING HISTORY

Per the National Register nomination, the subject property was constructed c. 1960. However, based on historic map and aerial photography research, the construction date may be five to eight years prior to that estimate. The 1878 Hopkins map shows what appear to be brick rowhouses across most of the subject property. The 1885 and 1891 Sanborn maps shows a row of four two-story brick buildings with first-floor shops and upper story dwellings on the site (including a druggist, a produce store, a tobacconist, and a barber). The footprints of the buildings on the site remained the same when the 1904 Sanborn map was published, though some of the businesses had changed to include a tin shop, a bicycle repair shop, and a restaurant. Twenty years later, the Sanborn map shows most of the block was occupied by one-story furniture stores, and the area of the subject property was occupied by a furniture store and small shops of unknown wares. The footprint of the buildings present in 1924 matched the footprint of the subject property. The 1952 aerial shows about one-third of the streetfront of this block empty to the east of the subject property, and the footprint of the eastern part of the subject project property shrank to the south. By the 1955 aerial photograph, the streetfront of the block is full, and the footprint of the subject property again matched the current footprint; the footprint has not changed since that time. At some point between 1967 and 1980 photographs, the building at the far east end of the block was removed.

STANDARD OF REVIEW

Section 9 of the Preservation Ordinance states “the Board shall not approve any application proposing a Material Change in Appearance unless it finds the change...will not materially impair the architectural or historic value of the building, the buildings on adjacent sites or in the immediate vicinity, or the general visual character of the district.”

STAFF REPORT

A. This property appeared once previously before the Architectural Review Board (ARB) in July

1992, when the ARB approved the installation of a Sunbrella awning with signage at 514 Dauphin Street.

B. The *Design Review Guidelines for Mobile's Historic Districts (Guidelines)* state, in pertinent part:

1. "Historic commercial buildings sometimes have been altered significantly. Therefore, the approach to renovating a historic commercial building can be more extensive than for a historic residential structure. When considering work on a commercial structure, respecting the original design character is of the utmost importance. The following broad commercial guidelines should be considered for all projects related to historic commercial structures.

- Preserve elements, both structural and decorative, that contribute to a building's historic character.
- Retain the original openings, building material, and proportions.
- Maintain the original roof configuration.
- Do not alter a building to appear older or younger than it is. Alter buildings to reflect the building's period of significance.
- Do not use theme designs that do not reflect the original character of the building or the district." (7.0)

2. "The current state of a building must be considered... prior to planning changes.

- Building Condition 1. Original Design Intact. Buildings in this category have changed very little from the time they were constructed. Original ornament and detail are still intact. Some portion of the façade may require maintenance and repair, but no new design work is necessary. In this case, preservation and restoration of the original design is the objective.
- Building Condition 2. Original Design Slightly Altered. Buildings in this category have retained the basic character of the original design, but some elements may have been removed or changed. For example, an ornamental cornice may have existed ... but is now missing. Another example is an upper story window that is blocked with [a] plywood panel... In this case, restoration of the original design is the objective. However, new elements that are compatible with a given design will be considered. For example, a missing cornice may be reconstructed... while at the same time a new storefront may be established that does not copy the original, but uses the typical elements found on nearby historic commercial buildings. In this case, avoid a conjectural renovation of the historic commercial building.
- Building Condition 3. Original Design Significantly Altered. Buildings in this category generally have a plain front with no ornamentation or detail and fail to relate well to adjacent historic buildings... Where detailing has been removed, the development of an entirely new design that is compatible with the older building or reconstruction of the original façade based on photographic evidence is strongly encouraged... Some alterations may have taken on historic significance in their own right. In these cases, preservation of this alteration or restoration to the original may both be options." (7.0)

3. "Preserve the key character-defining features of a historic commercial façade." (7.1)

4. "Repair an altered storefront to its original design.

- Use historic photographs when determining the original character of a storefront design.
- Where evidence does not exist, use a contemporary interpretation of a traditional storefront.
- Do not remove a façade veneer if it may cause serious damage to the original

- historic materials underneath.” (7.2)
5. “Preserve the character of the cornice line.
 - Reconstruct a missing cornice when historic evidence is available.
 - Use a simplified interpretation for a replacement cornice if no evidence is available.” (7.4)
 6. “Replace a historic storefront to be consistent with the historic location.
 - Locate a new storefront in the same plane as it was historically.
 - Do not recess or project a replacement storefront from the front façade.” (7.6)
 7. “Preserve and repair original materials on a historic commercial building whenever possible.
 - Do not paint over exposed brick.
 - Strive to preserve materials on the sides and rear of a historic commercial building where possible.
 - Brick is the most common façade material, but in some cases stucco has been applied to an original brick façade.
 - If brick repair is required, match the mortar color, consistency, and strike as closely as possible to the original.” (7.7)
 8. “If replacement of some material is required, use a material that is similar to that of the original.
 - Use replacement mortar that is as soft or softer than the original. Type O mortar is required for historic soft brick.
 - Use true stucco instead of imitation material.” (7.8)
 9. “Preserve and repair doors and doorways of a historic commercial building.
 - Preserve historic doorways in their original location and configuration.
 - Maintain an original doorway to emphasize the commercial entrance.” (7.10)
 10. “If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building.
 - Use doors with a high proportion of transparent glass.
 - Consider using a transom in a replacement storefront where appropriate.
 - Design a replacement doorway to emphasize the commercial entrance.” (7.11)
 11. “Preserve and repair an original detail or ornamentation on a historic commercial building.
 - Maintain an original detail and ornamentation on a historic façade. Prioritize the front façade.
 - Maintain the established spatial relationships and scale of existing details.
 - Preserve and maintain a significant original detail or ornamentation element, including a pilaster, window frame, or molded wood, terra cotta, or brick.” (7.16)
 12. “Maintain the original space patterns and locations of windows. Most display windows have a bulkhead below and a transom above.” (7.18)
 13. “If required, replace original historic windows to be compatible with the windows on the original historic building.
 - Use large panes of glass that fit the original opening for a display window.
 - Do not use opaque treatments for a window, including black plexiglass. Do not paint a window.
 - Do not use reflective mirror glass for a window.
 - Unless evidence exists from existing buildings or historic photographs, do not use a multi-pane design that divides the storefront window into smaller components.” (7.19)
 14. “Preserve and maintain a historic shutter or awning.

- Maintain and repair a historic shutter or awning.
 - Preserve and maintain a historic wood or metal awning.” (7.20)
15. “If required, replace or add shutters and awnings to maintain and keep visible the key features of a historic building.
- Fit a replacement awning or shutter to precise window or door opening.
 - Use an awning with a profile similar to that of a historic awning.” (7.21)
- C. Scope of Work:
1. Remove existing aluminum, glass, and brick storefronts at the two westernmost units of the 508-518 Dauphin Street block.
 2. Renovate the storefront façade of the westernmost building.
 - a. Install overhead pivoting wood window panels over fixed, stained wood panels in the western half of the building facade.
 - b. Install a recessed entry in the eastern half of the building facade, to consist of tall, fixed shop windows over stained wood panels on either side of a set of wood pane-and-panel doors with transom.
 - c. Repair and repaint existing stucco.
 - d. Install a new metal awning over the width of the new storefront.
 - 1) The awning would be 6’ wide and attached to the masonry façade with through-bolt connections.
 3. Renovate the storefront façade of the second to westernmost building.
 - a. Install wooden accordion panels over fixed, painted wood panels in the outer thirds of the storefront.
 - b. Install a pair of wood pane-and-panel doors beneath a transom in the western half of the central third of the storefront.
 - c. Install four fixed windows with transoms over fixed, painted wood panels in the eastern half of the central third of the storefront.
 - d. Install a new metal awning over the width of the new storefront.
 - 1) The awning would be 6’ wide and attached to the masonry façade with through-bolt connections.
 4. Infill existing openings on the west elevation with masonry to match existing wall thickness.
 5. Fenestration changes on the north elevation. (*No elevations were provided.*)
 - a. Convert an infilled window opening to a door opening.
 - b. Install double painted metal doors.
 - c. Infill an existing door opening.

STAFF ANALYSIS

The subject property, 508-518 Dauphin Street, is located within the Lower Dauphin Street Commercial Historic District. The application under review involves the removal of façade elements, installation of new storefronts, repair of existing stucco, the installation of new awnings, the infilling of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation.

Because no early photographs of the subject facade could be located, it is unknown what changes may have occurred prior to 1994. However, based on file survey photos, the façade of the eastern of the two subject properties appears very similar to its appearance at that time. However, the westernmost building appears to have experienced changes to both the storefront opening sizes and materials. Therefore, the buildings are most consistent with Building Condition 2 noted above. (B.2)

The *Guidelines* state, “Preserve key character-defining features of a historic commercial façade,” and “Preserve the character of the cornice line.” (B.3, B.5) Furthermore, the *Guidelines* state that historic doors and doorways should be preserved in their original locations and configurations. “Maintain an original doorway to emphasize the commercial entrance.” (B.9) The proposed changes to the building façade would preserve both the basic fenestration pattern, if not the light pattern. However, the proposed changes to the storefronts would introduce smaller expanses of glass than currently extant and what historically would have been present. Therefore, the proposed changes to the façade would alter the character-defining pattern of large panes of glass but would preserve other character-defining features.

The *Guidelines* instruct, “Replace a historic storefront to be consistent with the historic location,” and, “If replacement of some material is required, use a material that is similar to that of the original.” (B.6, B.8) The proposed replacement storefronts would be in the same locations as the existing; however, the new storefronts would be composed of wood rather than metal. Metal would be a more likely material for the time period of the subject properties. The use of wood storefronts in this application would not appear to be in conformance with the *Guidelines*.

The approximate location of the main entrances to the storefronts would be maintained, in conformance with the *Guidelines*, which state, “Preserve and repair doors and doorways of a historic commercial building.” (B.9) The *Guidelines* further instruct that original doorways should be maintained “to emphasize the commercial entrance.” The application proposes the installation of wood doors, rather than metal; wood doors would not seem to be in conformance with the *Guidelines*, which state, “If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building. Use doors with a high proportion of transparent glass.” (B.10) While the proposed doors would be approximately half glass, they would have a much lower proportion of glass than the existing glass doors or other storefront doors of the era of the subject property’s construction.

It is not known whether the existing windows in the storefront portion of the façade are original to the structure; however, given the apparent non-historic bulkheads, they do not appear to be original. The *Guidelines* direct that, “If required, replace original historic windows to be compatible with the windows on the original historic building. Use large panes of glass that fit the original opening for a display window.” The *Guidelines* further instruct, “Unless evidence exists from existing buildings or historic photographs, do not use a multi-pane design that divides the storefront window into smaller components.” (B.13) The proposed overhead pivot windows and accordion window panels contain a smaller proportion of glass than the existing storefront windows, and they divide the windows into smaller components in contravention of the *Guidelines*.

The application proposes to install metal canopies over the two storefronts. Regarding the installation of new awnings, the *Guidelines* offer only the following. “If required, replace or add ... awnings to maintain and keep visible the key features of a historic building. Fit a replacement awning ... to precise window or door opening. Use an awning with a profile similar to that of a historic awning.” (B.15) The new canopies over the storefront entrances would be of restrained design in keeping with the building’s era of construction and composed of materials appropriate to the building. Per the architect, the canopies would closely resemble those found over the entrances to 562 and 564 Dauphin Street, properties of a similar age in the Lower Dauphin Street Commercial district. These similar canopies were approved by the ARB in 2016. The proposed canopies would not obstruct any key features of the façade and appear to be in conformance with the *Guidelines*.

The openings proposed to be properly infilled on the west elevation formerly opened into a building that is no longer extant. The *Guidelines* do not specifically address the infill of passages between buildings or openings created when an adjacent building is removed.

Similarly, the *Guidelines* do not specifically address changes to fenestration on rear elevations of commercial buildings, as is proposed for the north elevation of the subject property. It should be kept in mind, however, that the secondary elevations of commercial buildings are “working” elevations intended for deliveries, trash removal, and other tasks not intended for public consumption. Therefore, changes to these elevations, when they become necessary for the efficient conduct of business, do not merit the same level of scrutiny as changes to the primary facades of commercial buildings.

STAFF RECOMMENDATION

Based on Section B above, Staff believes the proposed replacement of the existing storefronts with wood windows and doors would not be in conformance with the *Design Review Guidelines for Mobile's Historic Districts* and would impair the architectural and historic character of the subject property and the surrounding district. Staff believes that the other proposed changes, including the installation of canopies and fenestration changes to the west and north elevations would not impair the historic character of the subject property or the surrounding district. Staff recommends approval of these portions of the application.

PUBLIC TESTIMONY

Mr. Stone and Mr. LeMond were present to discuss the application. Mr. LeMond stated his opinion that the proposed façade treatment would be more aesthetically pleasing than commercial garage doors in order to provide open air service.

Mr. Stone stated his belief that, in response to the Staff concern regarding a lower percentage of glass in the façade than would have been present historically, he believed his client would be amenable to a higher proportion of glass in the doors. However, it was his belief that the current building code would not permit the large windows originally present in the property,

Mr. LeMond noted his concern with full glass doors like those currently present as they would be susceptible to breakage from careless users of delivery handtrucks. He would prefer the doors at least have a kickplate.

No written comments were received from the public, and no concerned parties signed up to speak at the meeting.

BOARD DISCUSSION

The Board discussion took place concurrently with the public testimony.

Mr. Roberts inquired whether it was Staff's opinion that a metal façade would be more appropriate. Ms. Dawson stated it would be.

Mr. Wagoner stated his opinion that the proposed treatment would improve the streetscape, and the documented history of the façade is thin.

Mr. Roberts noted that the subject buildings are historic, and the ARB is charged with maintaining historic materials and integrity. He continued to state that the ARB must be careful about approving proposals that contradict the *Guidelines*.

Mr. Stone stated that the proposal is not to remove original storefronts.

Mr. Roberts agreed that it is unknown what the original storefronts looked like. Ms. Echols noted that these buildings are sort of blanks, as were other commercial buildings of their era.

FINDING OF FACT

Mr. Roberts moved that, based on the evidence presented in the application, the Board finds the facts in the Staff's report, as written.

The motion was seconded by Mr. Wagoner and approved unanimously.

DECISION ON THE APPLICATION

Mr. Roberts moved that, based on the facts approved by the Board, the proposed façade renovations including installation of new storefronts, repair of existing stucco, the installation of new awnings, the closing of two openings on the west elevation and one on the north elevation, and the creation of a doorway on the north elevation would not impair the architectural or historic character of the subject property or the surrounding district and a Certificate of Appropriateness should be granted.

Mr. Wagoner seconded the motion, and it was approved unanimously.

D. OTHER BUSINESS

1. Election of Vice-Chair for 2021

Mr. Stone nominated Mr. Wagoner as Vice-Chair. Mr. Roberts seconded the nomination, and Mr. Wagoner was elected unanimously.

2. Ms. Dawson reminded the Board that the next meeting on February 17th would be the day after Mardi Gras, so to please be sure to notify the Historic Development office if a Board member has a conflict.

Upon that, all business was concluded, and the meeting was adjourned at 4:17 p.m.

Addendum A:
Letter from Matthew LeMond

Dawson, Christine

From: Matthew LeMond <matthewlemond@mac.com>
Sent: Monday, May 23, 2022 10:01 AM
To: Dawson, Christine
Subject: CO
Attachments: ARB.pdf

CAUTION: External Email

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

Mrs. Dawson
Mobile Historic Development Commission

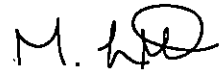
Per our conversation, I, Matthew LeMond agree to submit the current installed doors for review by the board for the June 15th board meeting.

If approved, I will leave the exact doors installed with no changes.

In the event, we are denied the doors will be replaced with the originally approved design.

Thank you for consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "M. LeMond", with a stylized flourish at the end.

Matt LeMond
504.701.2589
matt@postdrinks.com

Addendum B:
Relevant Excerpt from the
Design Review Guidelines for Mobile's Historic Districts

Roofs

This section provides guidelines for the treatment of roofs on historic commercial buildings in locally-designated historic districts.

7.9 Preserve and repair the key character-defining features of a historic commercial roof.

- » If replacement is required, use a configuration similar to the existing building or nearby historic commercial buildings of the same period and style.
- » Do not use a fake mansard or shed roof.
- » Screen rooftop mechanical equipment.

Doors and Doorways

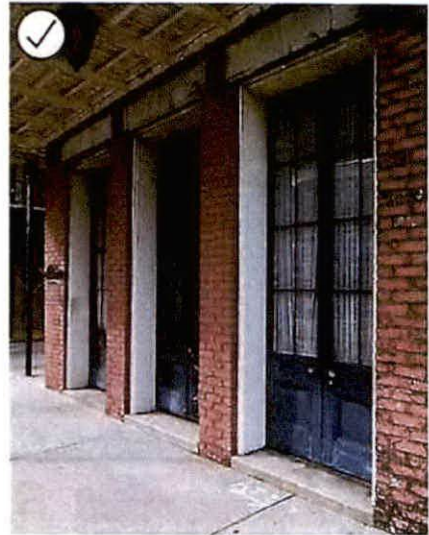
This section provides guidelines for the treatment of doors and doorways on historic commercial buildings in locally-designated historic districts. Doors and doorways are key character-defining features of historic commercial buildings. The location, configuration, and other key character-defining features of a historic door or doorway should be preserved.

7.10 Preserve and repair doors and doorways of a historic commercial building.

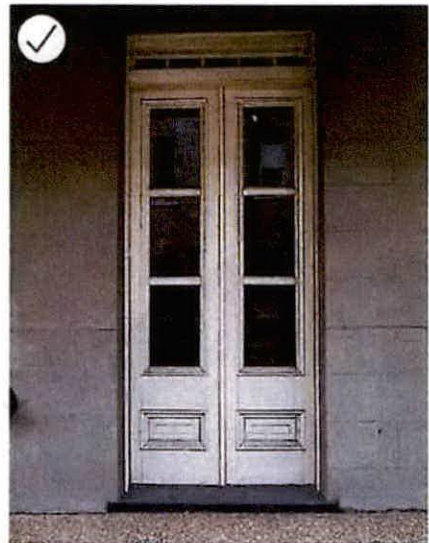
- » Preserve historic doorways in their original location and configuration.
- » Retain original recessed entries and other key features defining a historic entrance.
- » Maintain an original doorway to emphasize the commercial entrance.

7.11 If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building.

- » Use doors with high proportions of transparent glass.
- » If a modern doorway is created, use metal with anodized or painted finish or varnished or painted wood.
- » If a doorway was originally recessed, use a recessed doorway for the replacement.
- » Consider using a transom in a replacement storefront where appropriate.
- » Design a replacement doorway to emphasize the commercial entrance.
- » Do not use a residential door for a commercial building.



Preserve historic doorways in their original location.



If necessary, replace a door in a fashion that is sensitive to the historic commercial character of the building.

Gauthier, Lana

From: Dawson, Christine
Sent: Monday, June 27, 2022 10:29 AM
To: Gauthier, Lana; Hoffman, Bert
Cc: Carroll, William
Subject: RE: Appeal - 518 Dauphin Street

Good morning, Lana,

As you may have gathered from my OOM, I was not in the office last week. The ARB must approve the minutes of the 6/15/22 meeting before the record can be certified. They will meet next on 7/6. Therefore, I will send the certified record to you no later than 7/7.

Christine Dawson

From: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Sent: Wednesday, June 22, 2022 9:54 AM
To: Dawson, Christine <christine.dawson@cityofmobile.org>; Hoffman, Bert <hoffmanb@cityofmobile.org>
Cc: Carroll, William <council2@cityofmobile.org>
Subject: Appeal - 518 Dauphin Street

Good morning,

Please provide the file for the ARB's decision regarding wood plank floors at 518 Dauphin Street. Attached is a letter of appeal from Matthew Lemond.

Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, June 22, 2022 11:47 AM
To: Carroll-Lambert, Lisa
Cc: matthewlemond@mac.com
Subject: RE: 518 Dauphin Street

Good morning,

I have requested the ARB file for your appeal and will notify you once I have received it.

There is not a legal deadline to submit letters of support; however, per the Council Attorney:

"The sole determination is whether the ARB acted beyond the limits of its powers or abused its discretion, and to determine that the council should only look at what was put in front of the ARB. Anything submitted after that is irrelevant."

Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

From: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Sent: Wednesday, June 22, 2022 8:30 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: FW: 518 Dauphin Street

Lana,
See question in email below.

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax



From: Matthew LeMond <matthewlemond@mac.com>
Sent: Wednesday, June 22, 2022 8:17 AM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: Re: 518 Dauphin Street

CAUTION: External Email

If I had neighbor letters of support would be there a deadline to submit those? Also, if possible, would there be any way to get this on the schedule any Tuesday after the 12th of July meeting date?

Thank you so much.

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jun 21, 2022, at 10:54 AM, Matthew LeMond <matthewlemond@mac.com> wrote:

<appeal.pdf>

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jun 17, 2022, at 4:51 PM, Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org> wrote:

you wish to appeal the denial of the ARB's decision to deny installation of wood plank flooring" at 518 Dauphin St.

To whom it may concern:

I, Matthew LeMond, owner of 518 Dauphin Street, wish to appeal the denial of the ARB's decision to deny installation of wood plank doors.

I appreciate the time and consideration to process the appeal.

If you need any additional information from me regarding the appeal please feel free to contact me.

A handwritten signature in black ink, appearing to read 'M. LeMond', with a stylized, cursive flourish at the end.

Matthew LeMond

504.701.2589

matthew@outsidersportslounge.com

Gauthier, Lana

From: Carroll-Lambert, Lisa
Sent: Tuesday, June 21, 2022 11:02 AM
To: Gauthier, Lana
Subject: Fwd: 518 Dauphin Street appeal
Attachments: appeal.pdf

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

Begin forwarded message:

From: Matthew LeMond <matthewlemond@mac.com>
Date: June 21, 2022 at 10:54:27 AM CDT
To: "Carroll-Lambert, Lisa" <lisa.carroll@cityofmobile.org>
Subject: Re: 518 Dauphin Street

CAUTION: External Email

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jun 17, 2022, at 4:51 PM, Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org> wrote:

you wish to appeal the denial of the ARB's decision to deny installation of wood plank flooring" at 518 Dauphin St.

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, June 22, 2022 9:54 AM
To: M. A. Christine Q. Dawson (christine.dawson@cityofmobile.org); Hoffman, Bert
Cc: Carroll, William
Subject: Appeal - 518 Dauphin Street
Attachments: Letter_appeal.pdf

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Thank you,

Lana Gauthier
Recording Supervisor
City Clerk's Office
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

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Sent: Wednesday, June 22, 2022 8:30 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: FW: 518 Dauphin Street

Lana,
See question in email below.

Lisa C. Lambert, CMC
City Clerk
City of Mobile
PO Box 1827
Mobile, AL 36633
(251) 208-7411
(251) 208-7576 fax



From: Matthew LeMond <matthewlemond@mac.com>
Sent: Wednesday, June 22, 2022 8:17 AM
To: Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org>
Subject: Re: 518 Dauphin Street

CAUTION: External Email

If I had neighbor letters of support would be there a deadline to submit those? Also, if possible, would there be any way to get this on the schedule any Tuesday after the 12th of July meeting date?

Thank you so much.

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jun 21, 2022, at 10:54 AM, Matthew LeMond <matthewlemond@mac.com> wrote:

<appeal.pdf>

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jun 17, 2022, at 4:51 PM, Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org> wrote:

you wish to appeal the denial of the ARB's decision to deny installation of wood plank flooring" at 518 Dauphin St.

Gauthier, Lana

From: Dawson, Christine
Sent: Tuesday, July 12, 2022 2:02 PM
To: Gauthier, Lana
Cc: Kern, Chris; Beaco, Shayla; Carroll-Lambert, Lisa
Subject: certified record - 518 Dauphin Street
Attachments: Certified Record for Council_518 Dauphin_Appeal.pdf

Good afternoon, Lana,

Please find attached the certified record regarding Mr. LeMond's appeal of the ARB's decision of 6/15/2022.

Please do not hesitate to contact me if I can be of further assistance.

Christine Q. Dawson, M.A.
Deputy Director – Build Mobile
Historic Development
Office: (251) 208-7281
Direct: (251) 208-7998
christine.dawson@cityofmobile.org



To whom it may concern:

I, Matthew LeMond, owner of 518 Dauphin Street, wish to appeal the denial of the ARB's decision to deny installation of wood plank doors.

I appreciate the time and consideration to process the appeal.

If you need any additional information from me regarding the appeal please feel free to contact me.

A handwritten signature in black ink, appearing to read 'M. LeMond', with a stylized, cursive flourish at the end.

Matthew LeMond

504.701.2589

matthew@outsidersportslounge.com

Gauthier, Lana

From: Carroll-Lambert, Lisa
Sent: Tuesday, June 21, 2022 11:02 AM
To: Gauthier, Lana
Subject: Fwd: 518 Dauphin Street appeal
Attachments: appeal.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Lisa C. Lambert
City Clerk
PO BOX 1827
Mobile, AL 36633
(251) 208-7411 ofc

Begin forwarded message:

From: Matthew LeMond <matthewlemond@mac.com>
Date: June 21, 2022 at 10:54:27 AM CDT
To: "Carroll-Lambert, Lisa" <lisa.carroll@cityofmobile.org>
Subject: Re: 518 Dauphin Street

CAUTION: External Email

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jun 17, 2022, at 4:51 PM, Carroll-Lambert, Lisa <lisa.carroll@cityofmobile.org> wrote:

you wish to appeal the denial of the ARB's decision to deny installation of wood plank flooring" at 518 Dauphin St.

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, July 13, 2022 11:45 AM
To: matthewlemond@mac.com
Subject: 518 Dauphin Street

Good morning,

Please let me know if you are available on August 16, 2022 for your appeal of the ARB decision related to 518 Dauphin Street.

?

Thank you,

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Matthew LeMond <matthewlemond@mac.com>
Sent: Thursday, July 14, 2022 4:20 PM
To: Gauthier, Lana
Subject: Re: 518 Dauphin Street

CAUTION: External Email

Thank you. I will look out for confirmation.

- M

Matthew LeMond
504.701.2589
matthewlemond@mac.com

On Jul 14, 2022, at 4:15 PM, Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Good afternoon,

I have tentatively scheduled the appeal for the August 23, 2022 Council meeting. I will let you know once I receive confirmation from all City departments.

Thank you,

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

From: Matthew LeMond <matthewlemond@mac.com>
Sent: Wednesday, July 13, 2022 6:42 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: Re: 518 Dauphin Street

CAUTION: External Email

I'm unfortunately out of town that week.

May we do the following week?

-M

Matthew LeMond
504.701.2589
Matthewlemond@mac.com

On Jul 13, 2022, at 11:45 AM, Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Good morning,

Please let me know if you are available on August 16, 2022 for your appeal of the ARB decision related to 518 Dauphin Street.

Thank you,

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, July 27, 2022 3:22 PM
To: M. A. Christine Q. Dawson (christine.dawson@cityofmobile.org); Kessler, Florence
Subject: ARB Appeal -518 Dauphin Street

Good afternoon,

The appeal of the ARB decision related to 518 Dauphin Street will take place at the August 23, 2022 Council meeting.

Thank you,

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474

Gauthier, Lana

From: Gauthier, Lana
Sent: Wednesday, July 27, 2022 3:24 PM
To: 'Matthew LeMond'
Subject: ARB Appeal - 518 Dauphin Street

Good afternoon,

Your appeal of the Architectural Review Board's decision, regarding 518 Dauphin Street, is scheduled for August 23, 2022 at 10:30 a.m.

Thank you,

Lana Gauthier
Assistant City Clerk
City of Mobile
P. O. Box 1827
Mobile, AL 36633
(251) 208-7474



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Turnipseed

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 9:28
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 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: Sarah Turnipseed

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-471-5104 Cell Number: 251-454-1203

Organization (if applicable) Crichton Community Organization

Mailing Address of Applicant 2662 McKinney Street

Telephone No. 251-471-5104 E-mail address Quentin.Brooks730@gmail.com

Location or address of event where amplification will be used:

Mill Street Park

Date of Event: September 3, 2022 Starting Time: 10:30 AM Ending Time: 4:00 P.M.
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Festival

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 CLERK DEPARTMENT

2022 AUG 12 PM 3:20



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Traywick

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 9:42
AM

CITY CLERK DEPARTMENT

2022 AUG 15 AM 10:41



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: Jerome TRAYWICK
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-802-5021

Organization (if applicable) _____

Mailing Address of Applicant 572 Wellington Street 36617

Telephone No. 251-802-5021 E-mail address _____

Location or address of event where amplification will be used:

572 Wellington Street Mobile AL 36617

Date of Event: 9/3/2022 Starting Time: 2:00pm Ending Time 10:00 pm

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

Type of Event: Birthday Party 50th

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Edwards

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 9:45
AM



CITY CLERK DEPARTMENT

2022 AUG 11 PM 4:43

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: Carl Edwards
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-471-1577 Cell Number: 251-229-8068

Organization (if applicable) C & M Entertainment

Mailing Address of Applicant 1705 Winston Rd Mobile AL 36605

Telephone No. 251-229-8068 E-mail address CarlEdwards72@Icloud.com

Location or address of event where amplification will be used:

1621 Virginia St Mobile AL 36604 Ladd Stadium

Date of Event: OCT 1 Starting Time: 2:00 PM Ending Time 10:00 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Out door Concert

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

Music containing obscene language or profanity is prohibited

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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Fowler

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 9:48
AM



CITY CLERK DEPARTMENT

2022 AUG 12 AM 9:53

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: Deanna Fowler

PLEASE PRINT ALL INFORMATION

Home Phone Number: 334-294-6886 Cell Number: 334-294-6886

Organization (if applicable) Alabama Forward

Mailing Address of Applicant 3066 Zelda Road PMB 231

Telephone No. 334-590-1702 E-mail address deanna@alforward.org

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: 10/08/2022 Starting Time: 4pm Ending Time 9pm

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

Type of Event: civic engagement and music festival

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Brown

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 9:57
AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT

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: JACQUE BROWN

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-648-7983

Cell Number: 251-648-7983

Organization (if applicable) Jackie Brown for Junior Court Judge

Mailing Address of Applicant 741 Midtown Park West, Mobile, AL 36606

Telephone No. 251-648-7983

E-mail address BROWN8912@att.net

Location or address of event where amplification will be used:

Date of Event: 8-27-22

Starting Time: 3pm

Ending Time: 8pm 9pm

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

Type of Event: Campaign Rally w/ Community

Do you plan to sell alcohol at this event?

YES

NO ☒

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/18/2022 - 10:01 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: Kim Greene

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-554-4790 Cell Number: 251-554-4790

Organization (if applicable) I Care w You Breast Cancer Awareness Organization

Mailing Address of Applicant PO Box 160771 Mobile, AL 36616

Telephone No. 251-289-1615 E-mail address icarewyou@gmail.com

Location or address of event where amplification will be used:

Langan Park Pavilion 4901 Zeigler Blvd Mobile, AL 36609

Date of Event: 10/15/2022 Starting Time: 10:00 AM Ending Time 11:00 AM

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

Type of Event: We Care Together Prayer and Bubble Release

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT

2022 AUG 17 AM 8:37



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 10:16 AM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4119, 4161, 4173 and 4175 Halls Mill Road
(east side of Halls Mill Road, 210' ± south of Moore Creek drainage canal)

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of July, 2022 in the Mobile Press Register.

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

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

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

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN SOUTH 00°-13'-00" EAST, 660.33 FEET TO A ROWE REBAR AND CAP FOUND ON THE SOUTH RIGHT-OF-WAY OF MONTLIMAR CREEK AND BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH 59°-39'-33" EAST AND ALONG SAID RIGHT-OF-WAY, 287.69 FEET TO A RECOVERED CRIMP TOP, SAID POINT BEING IN THE PC OF A 616.80 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 49°-07'-55" EAST, 231.17 FEET), A DISTANCE OF 232.54 FEET TO A RECOVERED IRON CRIMP TOP; THENCE SOUTH 00°-09'-20" WEST, 149.06 FEET TO A SET ROD AND CAP (ROWE), SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10 (300 FOOT RIGHT-OF-WAY) AND BEING ON THE ARC OF A 11612.07 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 55°-44'-22" WEST, 514.72 FEET), A DISTANCE OF 514.76 FEET TO A RECOVERED IRON CRIMP TOP; THENCE CONTINUING ALONG AN 11612.07 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 53°-17'-55" WEST, 325.26 FEET), A DISTANCE OF 325.27 FEET TO A ROD AND CAP (ROWE); THENCE SOUTH 89°-17'-06" WEST, LEAVING SAID NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10, 478.70 FEET TO A RECOVERED IRON CRIMP TOP; THENCE SOUTH 04°-23'-59" EAST, 281.38 FEET TO A ROD AND CAP (ROWE), SAID POINT BEING IN THE PC OF A 11672.07 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 49°-27'-21" WEST, 130.34 FEET), A DISTANCE OF 130.34 FEET TO A

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
REVISED

March 25, 2022

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

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

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

ZON-001962-2022 RAMSHEAD LLC
March 25, 2022

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

51896

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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 24, 2022

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

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

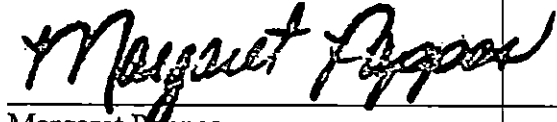
If you have any questions regarding this action, please call this office at 251-208-5895.

ZON-001962-2022 RAMS LEAD LLC
March 24, 2022

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, appearing to read "Margaret Pappas", written over a horizontal line.

Margaret Pappas
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 4, 2022

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

Re: 4119, 4161, 4173 and 4175 Halls Mill Road

(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

Council District 4

ZON-001962-2022

Ramshead LLC (Mason Head, Agent)

Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

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

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

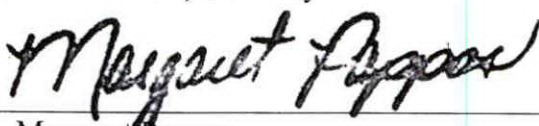
After discussion, the Commission heldover the application to the March 17th meeting at the applicant's request.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

FEBRUARY 16, 2022

PUBLIC HEARING NOTICE



Re: **4119, 4161, 4173 and 4175 Halls Mill Road**

(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

Council District 4

ZON-001962-2022 (Rezoning)

Ramshead LLC (Mason Head, Agent)

Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION

February 16, 2022

PUBLIC HEARING NOTICE



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

Dear Property Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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



Planning Commission Application

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

APPLICATION TYPE AND FEES

☒ **Zoning Change**

\$100.00 (if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**

\$150.00 (non-profit \$50)

☐ **Planned Unit Development**

\$150.00

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

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

Ramshead, LLC C/o Mason Head

airriteinc@gmail.com

Name

Email

12351 Highway 188, Grand Bay, AL 36541

251-583-3136

Full Address (Street, City, State, Zip)

Phone

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

Ramshead, LLC C/o Mason Head

Name

Name (other owners, optional)

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

Halls Mill Road, Mobile, AL 36693

See attached

Property Address

Parcel Number

2,415,970 sq ft +/- or 55.47 ac +/-

Property Area (acres or square feet)

I-1, R-1 & B-3

I-2

Present Zoning

Proposed Zoning (if applicable)

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

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

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

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

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

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

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

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


Applicant Signature

2/7/2022

Date

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


Applicant Signature

2/7/2022

Date

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

R023301122000069.001

R023301123000018.

R023301123000020.

R023301124000014.

APPLICATION CHECKLIST

(ZON, PUD, PLA)

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

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

REQUEST FOR ZONING CHANGE NARRATIVE

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

LEGAL DESCRIPTION

STATE OF ALABAMA)

COUNTY OF MOBILE)

PARCEL "A"

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

PARCEL "B"

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

PARCEL "C"

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

PARCEL "D"

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

PARCEL "E"

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

PARCEL "F"

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

PARCEL "G"

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

PARCEL "H"

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



MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

- Search
- Pay Tax
- Forms

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2021 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE

Revenue Commissioner

MOBILE COUNTY

3925 Michael Blvd Suite G

MOBILE, AL 36609

: (251) 574 8530

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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



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MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

- Search
- Pay Tax
- Forms

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2021 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW

COUNTY MAP

Disclaimer: Information and data provided by any section of this website are being provided "as-is" without warranty of any kind. The information and data may be subject to errors and omissions.

KIM HASTIE

Revenue Commissioner
 MOBILE COUNTY
 3925 Michael Blvd Suite 6
 MOBILE, AL 36609
 : (251) 574 8530

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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



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MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2021 ▼

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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2021	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2020	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2019	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2018	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2017	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2016	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2015	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2014	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2013	RAMSHEAD LLC C/O RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2012	WATSON JAMES HOOVER C/O RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541
2011	WATSON JAMES HOOVER	10005 ARGYLE RD, IRVINGTON AL - 36544
2010	WATSON JAMES HOOVER	10005 ARGYLE RD, IRVINGTON AL - 36544
2009	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2008	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2007	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2006	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2005	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2004	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2003	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544
2002	WATSON SYBLE	10005 ARGYLE RD, IRVINGTON AL - 36544

OWNERSHIP CHANGES:

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

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

NEW

COUNTY MAP

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KIM HASTIE

Revenue Commissioner
 MOBILE COUNTY
 3925 Michael Blvd Suite 6
 MOBILE, AL 36609
 : (251) 574 8530





MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

- Search
- Pay Tax
- Forms

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2021 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

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

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NEW

COUNTY MAP

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KIM HASTIE

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

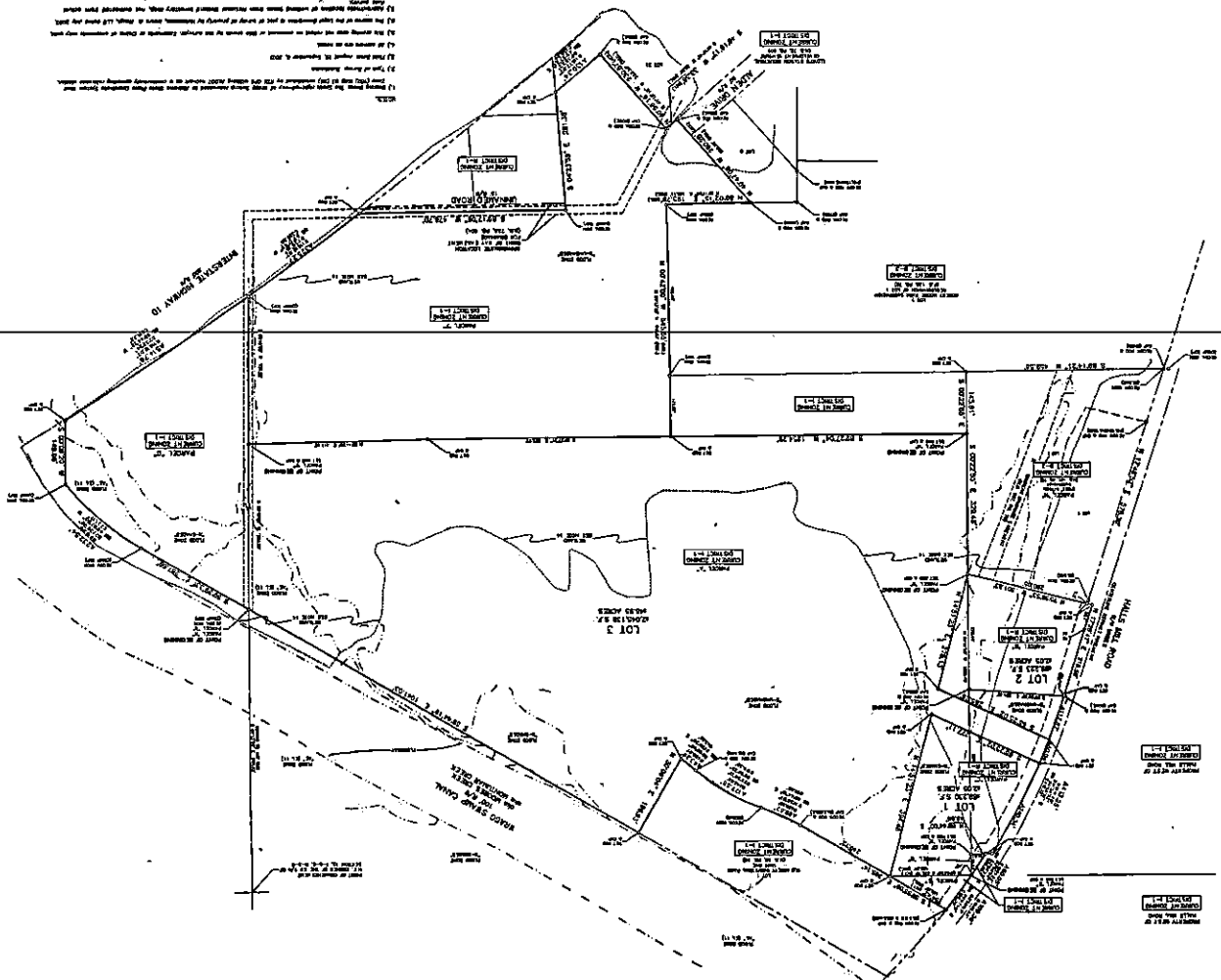
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2010	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2009	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2008	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2007	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2006	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2005	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2004	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2003	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2002	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802



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

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

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

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

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

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

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

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

Loretta Bradley
19370 Fleming St
Detroit, MI 48234

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

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

Ferguson Enterprises, Inc
751 Lakefront Commons
Newport, VA 23606

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

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

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

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

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

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

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

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

William Bassett, Jr
1528 Azalea Rd
Mobile, AL 36693

Jean Crawford
480 Stanton Rd
Mobile, AL 36617

Mary Cathryn Wertz
2254 Moss Creek Ct
Mobile, AL 36695

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

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

Arthur & Donah Cross
3030 Lees Ln
Mobile, AL 36693

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

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

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

Ramshead, LLC (Mason Head, Agent)

SUBDIVISION NAME

Ramshead Subdivision

LOCATION4119, 4161, 4173, and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek
drainage canal).**CITY COUNCIL
DISTRICT**

Council District 4

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

I-2, Heavy Industry District

AREA OF PROPERTY3 Lots / 51.0± Acres (Subdivision)
5 Lots / 55.4± Acres (Rezoning)**CONTEMPLATED USE**Subdivision Approval to create three legal lots of record
from seven metes-and-bounds parcels; and Rezoning from
R-1, Single-Family Residential District, B-3, Community
Business District, and I-1, Light Industry District to I-2,
Heavy Industry District.

**It should be noted, however, that any use permitted in
the proposed district would be allowed at this location if
the zoning is changed. Furthermore, the Planning
Commission may consider zoning classifications other
than that sought by the applicant for this property.**

**ENGINEERING
COMMENTS**

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

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

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

Rezoning:

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

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

TRAFFIC ENGINEERING**COMMENTS**

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

URBAN FORESTRY**COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT**COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE**FOR DEVELOPMENT**

None provided.

REMARKS

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

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

Low Density Residential (LDR)

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

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

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

Light Industry (LI)

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

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

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

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

Parks and Open Space (POS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

Revised for the March 17th meeting:

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

RECOMMENDATION

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

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

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

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

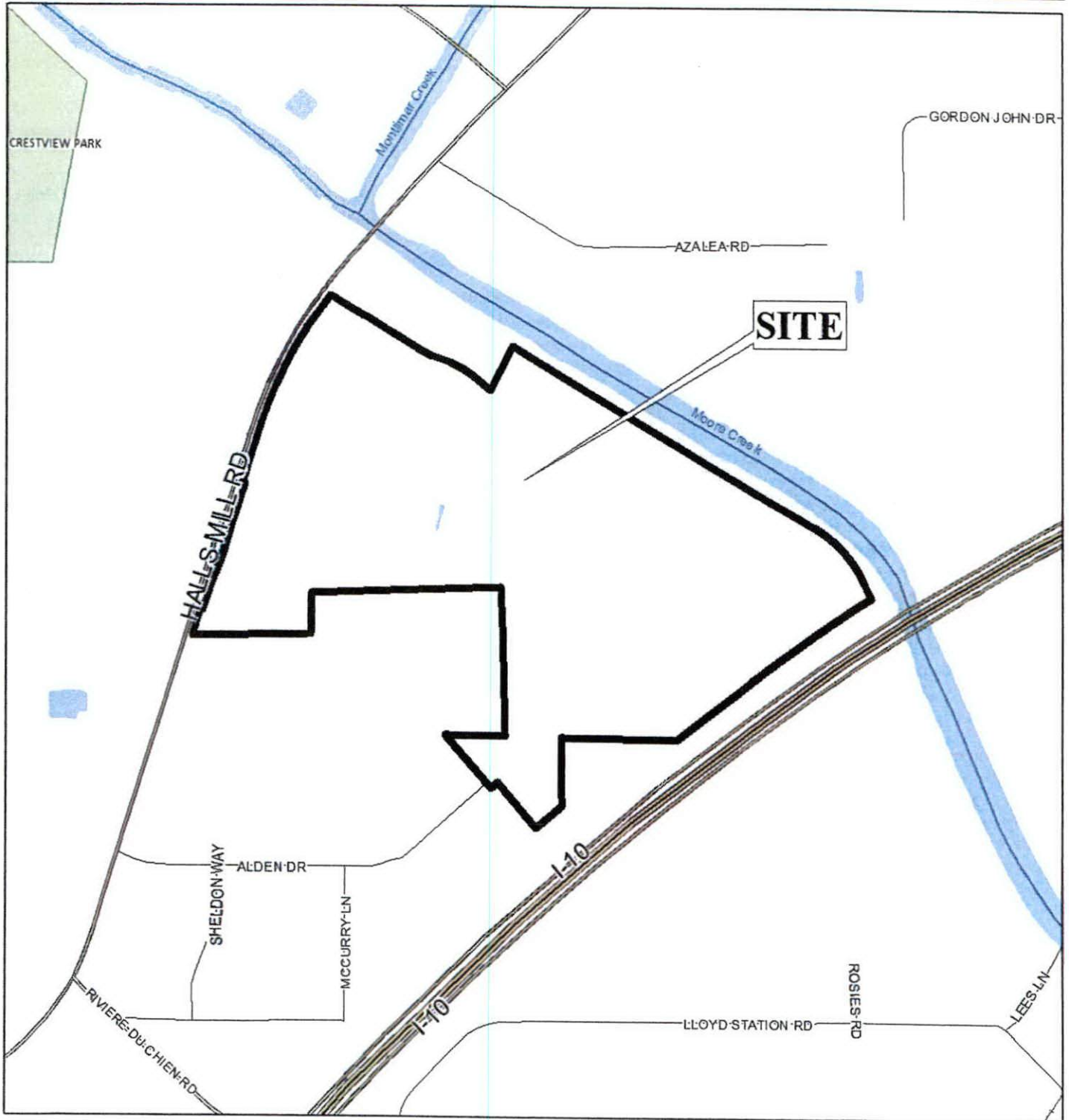
Rezoning: Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to **I-1, Light Industry** for the following reason:

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

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



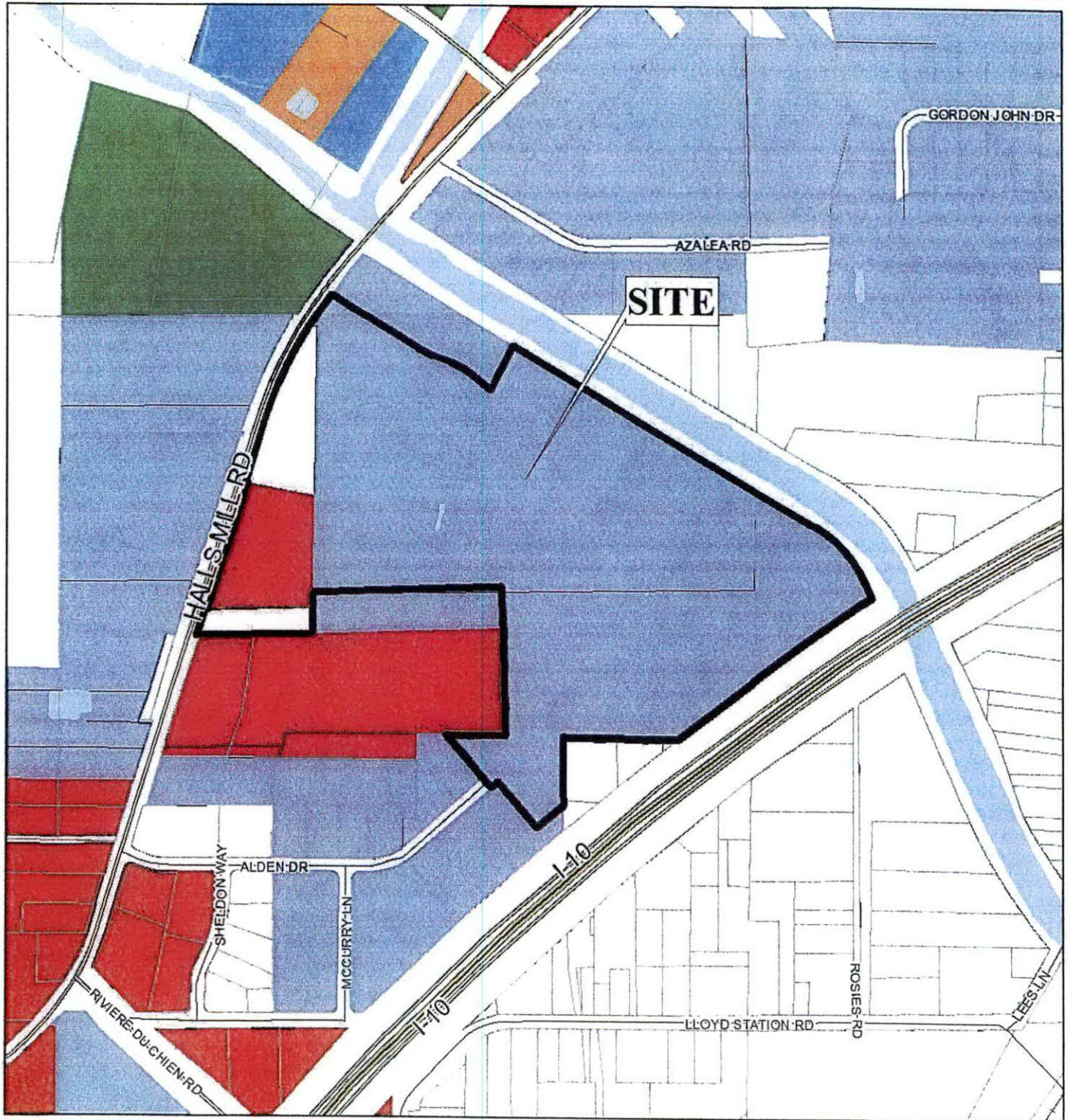
APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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



LOCATOR ZONING MAP



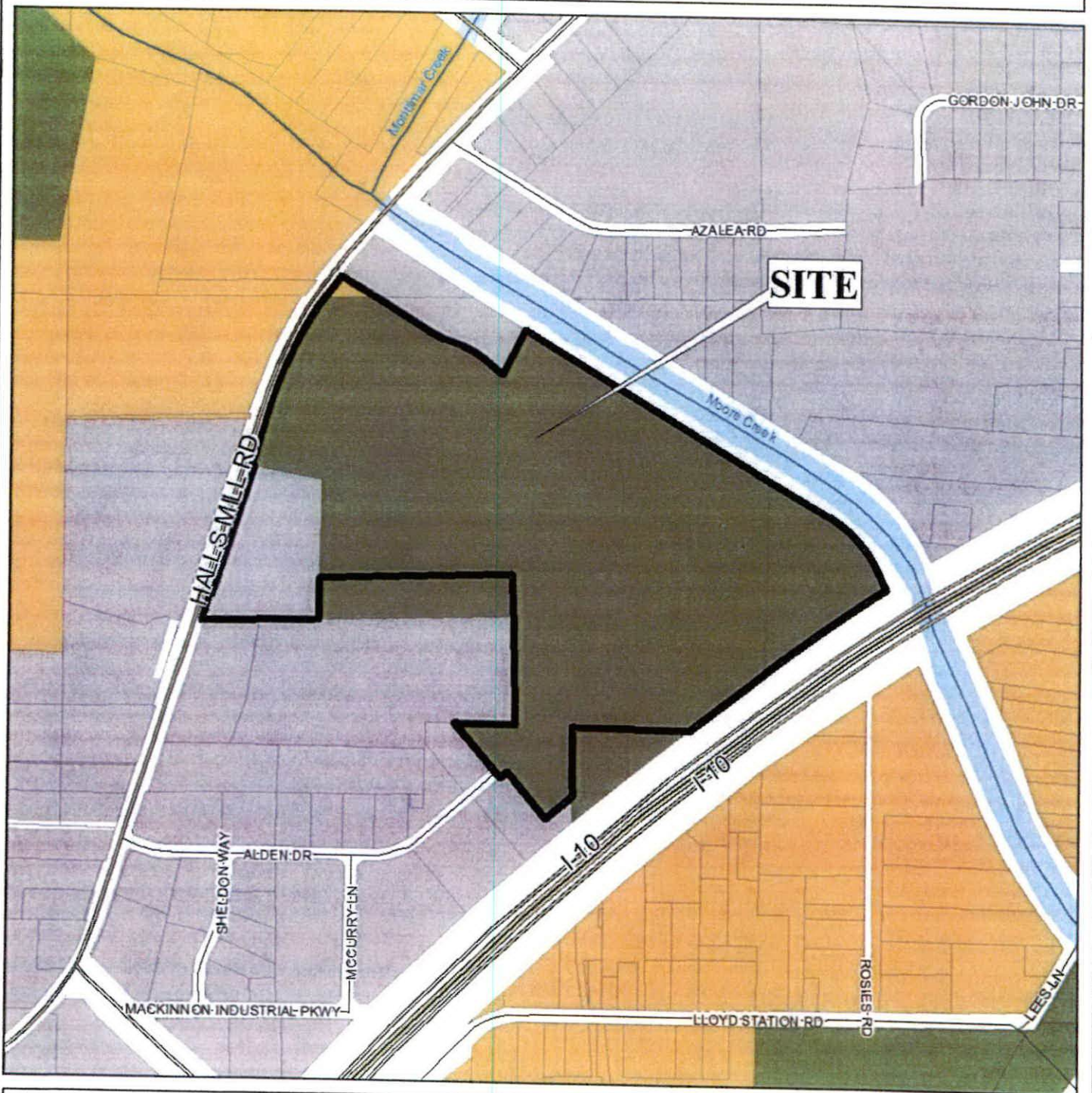
APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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



FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE March 17, 2022

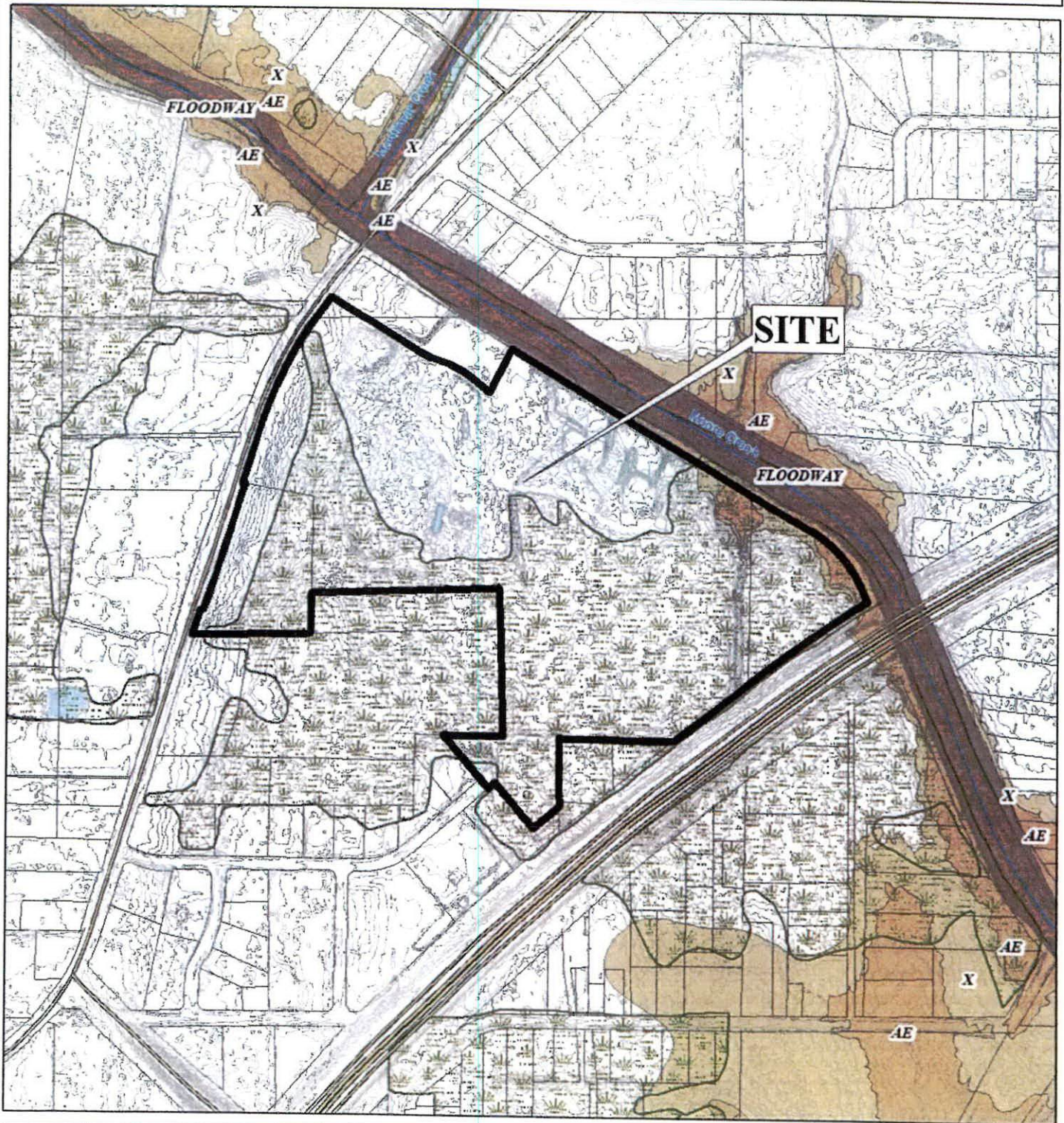
APPLICANT Ramshead Subdivision

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

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | 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 3 DATE March 17, 2022

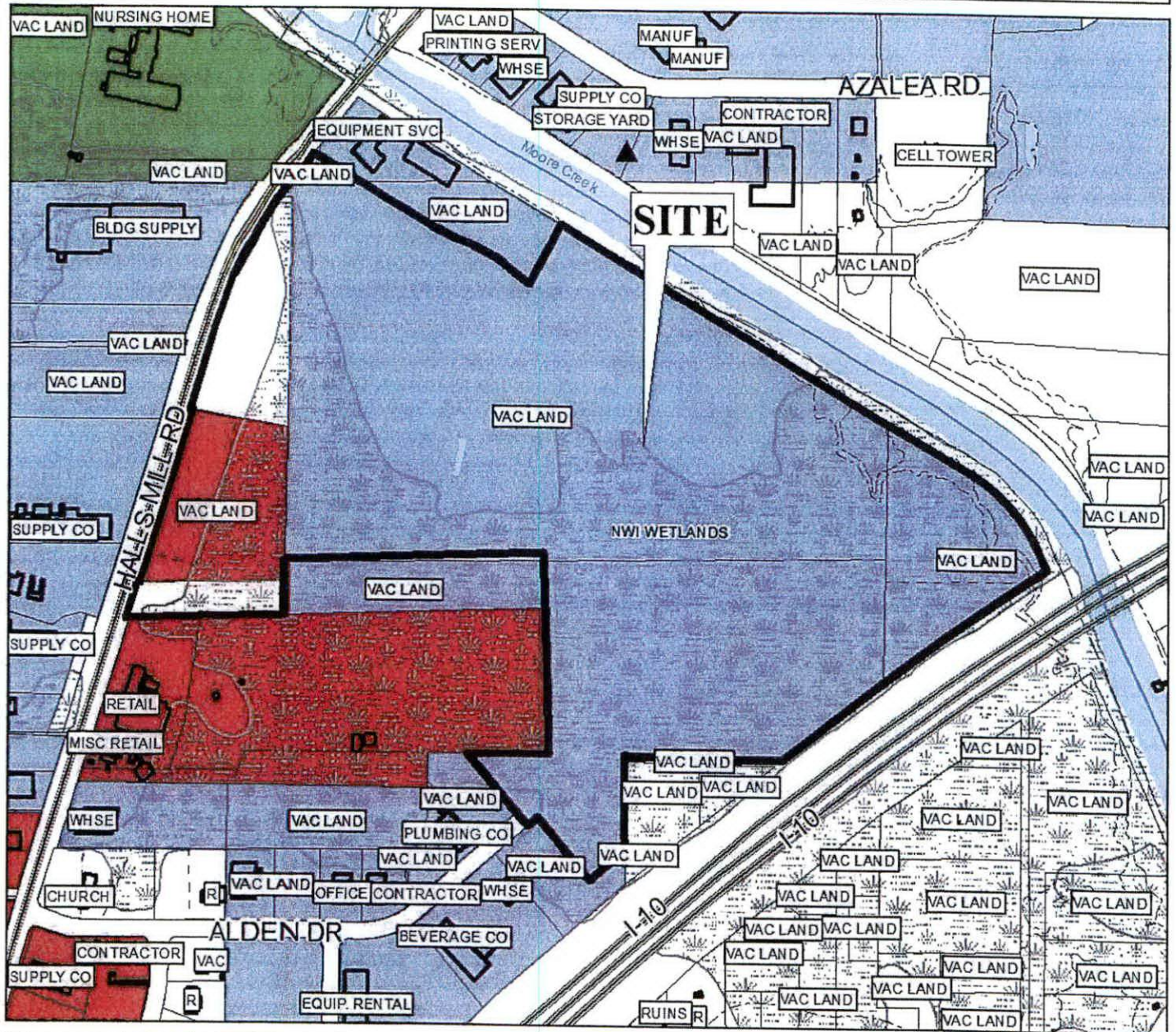
APPLICANT Ramshead Subdivision

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 3 DATE March 17, 2022

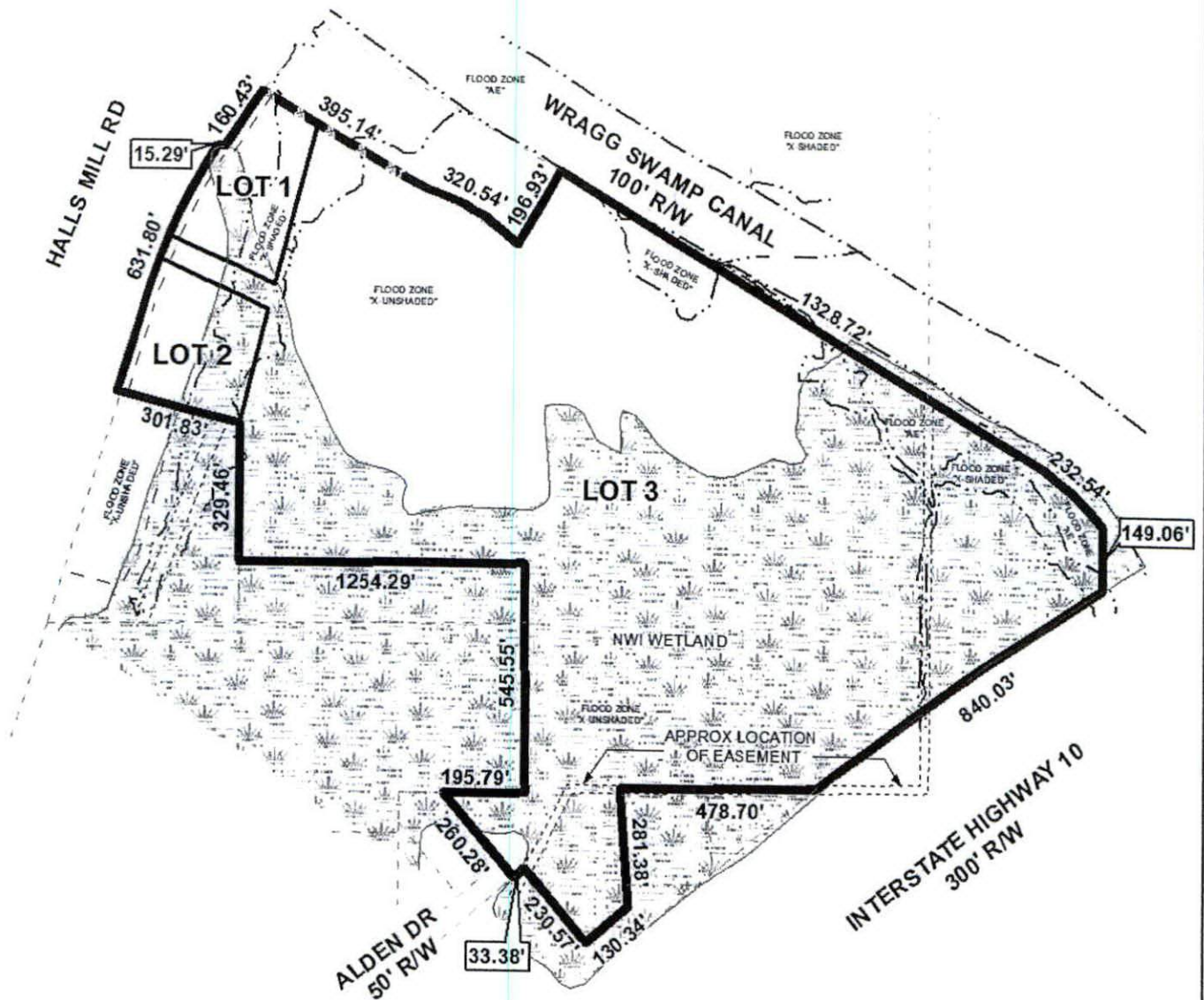
APPLICANT Ramshead Subdivision

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



NTS

SITE PLAN



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

APPLICATION NUMBER 3 DATE March 17, 2022

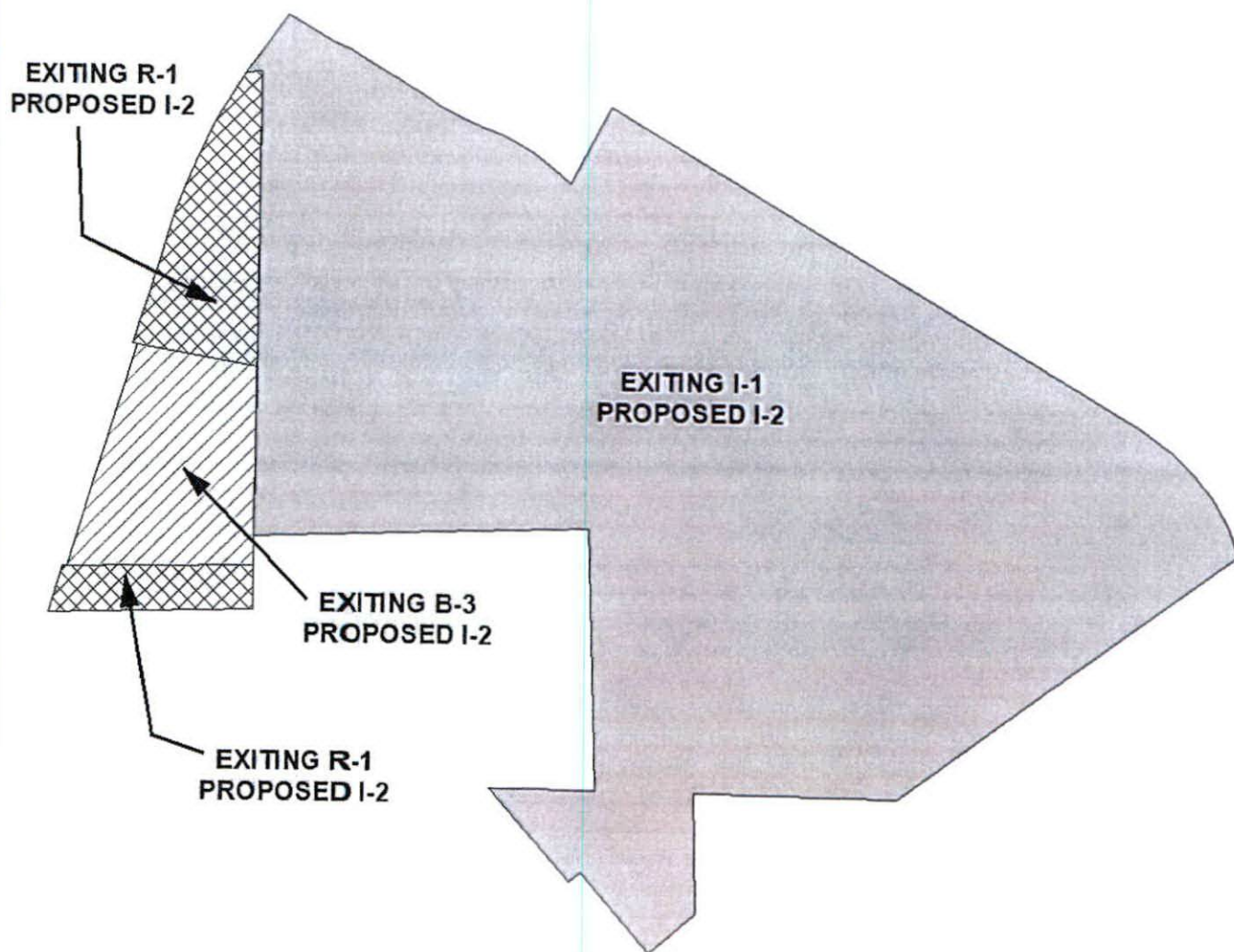
APPLICANT Ramshead Subdivision

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



NTS

DETAIL SITE PLAN



APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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



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

Ramshead, LLC (Mason Head, Agent)

SUBDIVISION NAME

Ramshead Subdivision

LOCATION4119, 4161, 4173, and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek
drainage canal).**CITY COUNCIL
DISTRICT**

Council District 4

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

I-2, Heavy Industry District

AREA OF PROPERTY3 Lots / 51.0± Acres (Subdivision)
5 Lots / 55.4± Acres (Rezoning)**CONTEMPLATED USE**Subdivision Approval to create three legal lots of record
from seven metes-and-bounds parcels; and Rezoning from
R-1, Single-Family Residential District, B-3, Community
Business District, and I-1, Light Industry District to I-2,
Heavy Industry District.**It should be noted, however, that any use permitted in
the proposed district would be allowed at this location if
the zoning is changed. Furthermore, the Planning
Commission may consider zoning classifications other
than that sought by the applicant for this property.****ENGINEERING
COMMENTS****Subdivision: FINAL PLAT COMMENTS** (should be
addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

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

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

Rezoning:

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

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

TRAFFIC ENGINEERING**COMMENTS**

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

URBAN FORESTRY**COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT**COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE**FOR DEVELOPMENT**

None provided.

REMARKS

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

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

Low Density Residential (LDR)

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

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

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

Light Industry (LI)

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

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

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

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

Parks and Open Space (POS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

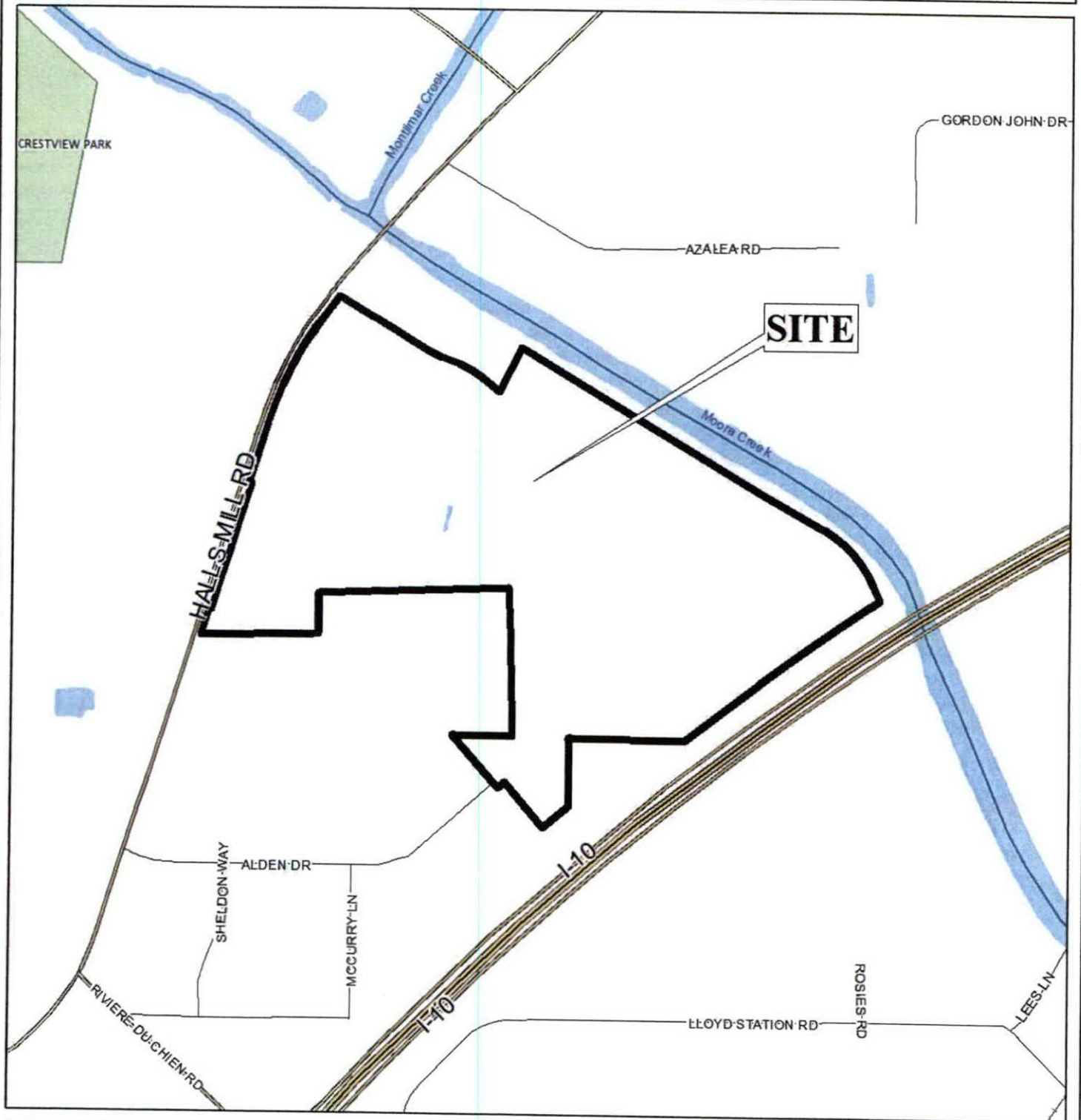
Rezoning: Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to **I-1, Light Industry** for the following reason:

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

The rezoning should be subject to the following condition:

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

LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

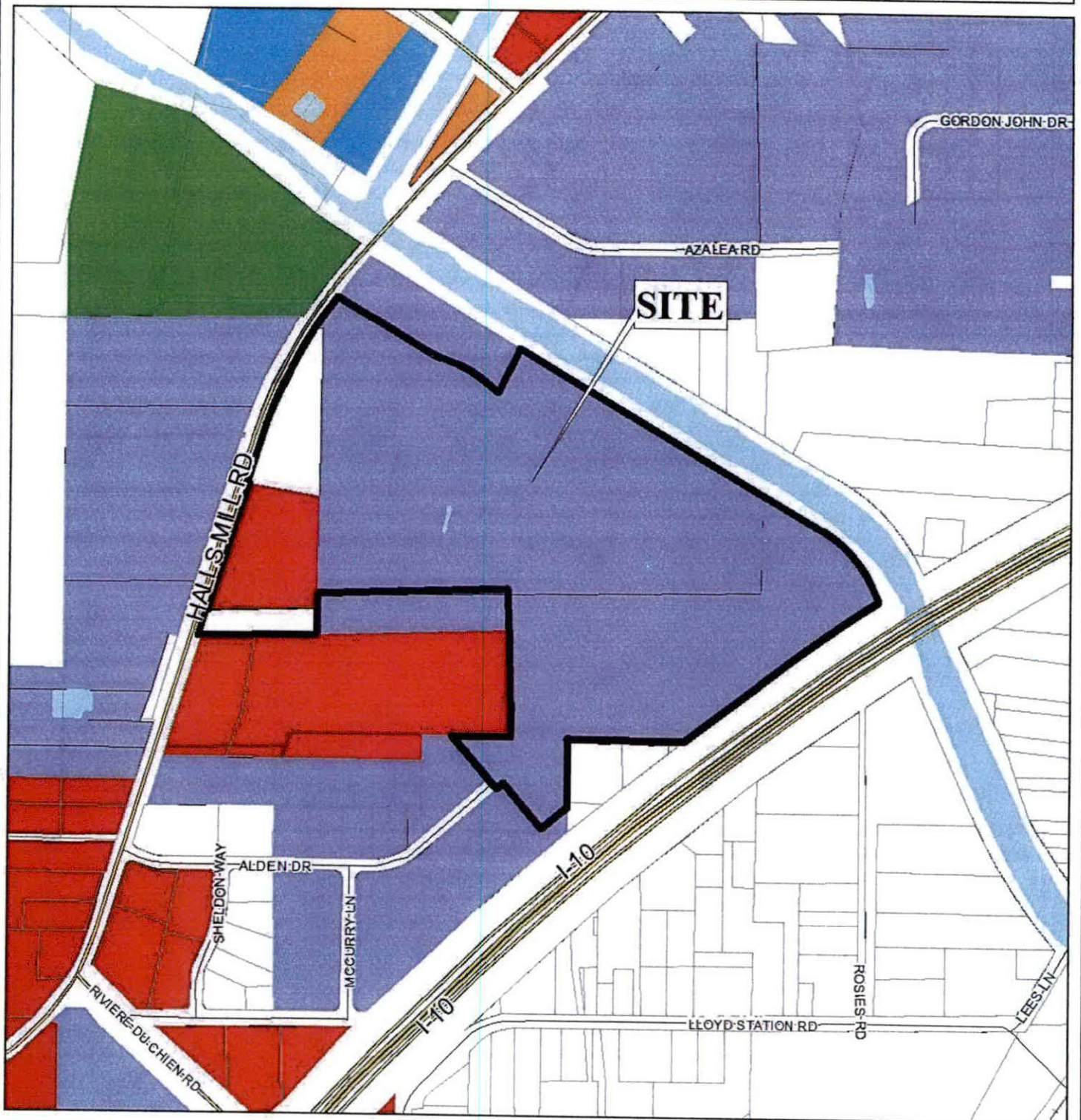
APPLICANT Ramshead Subdivision

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



NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE March 3, 2022

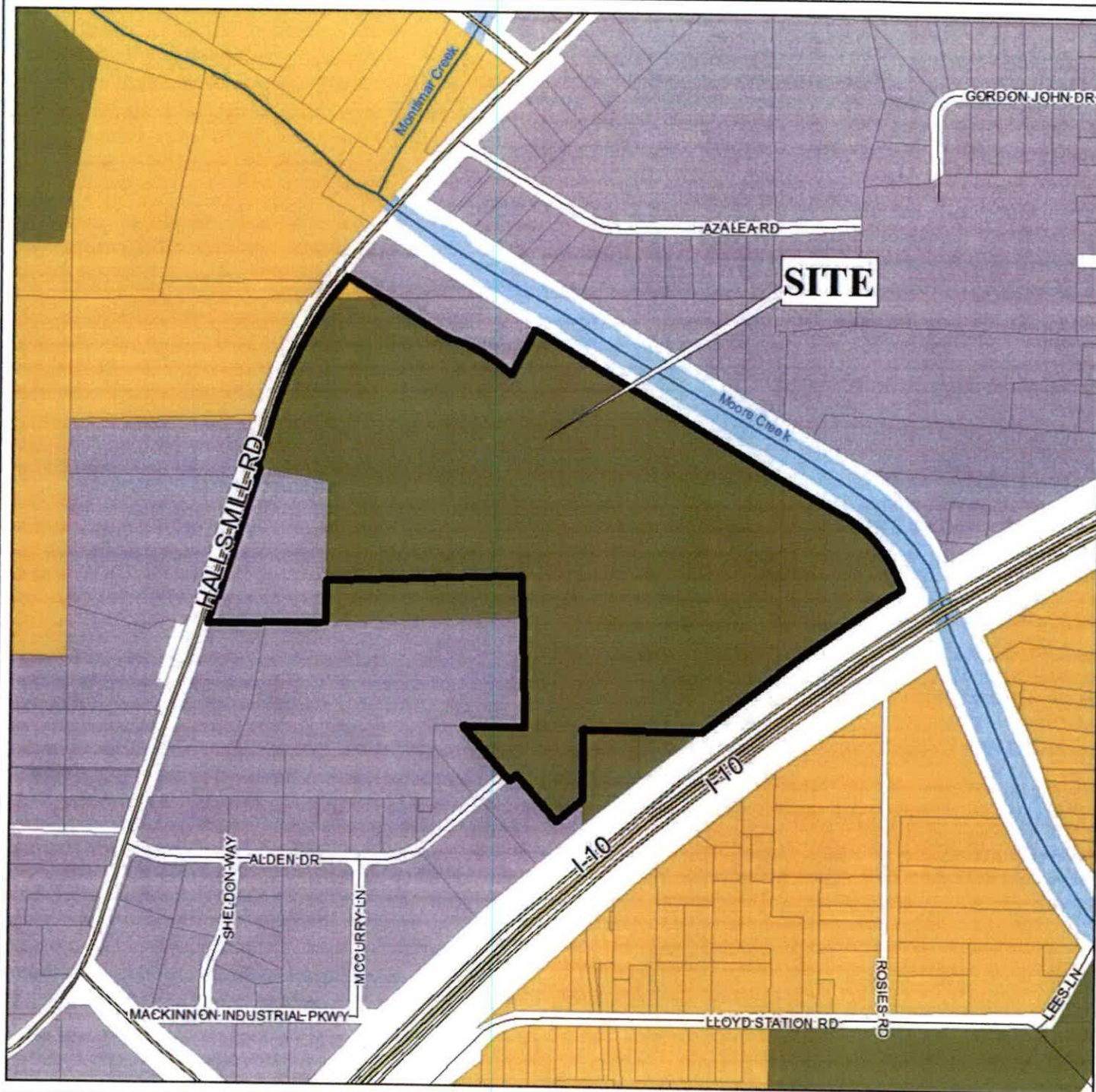
APPLICANT Ramshead Subdivision

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



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

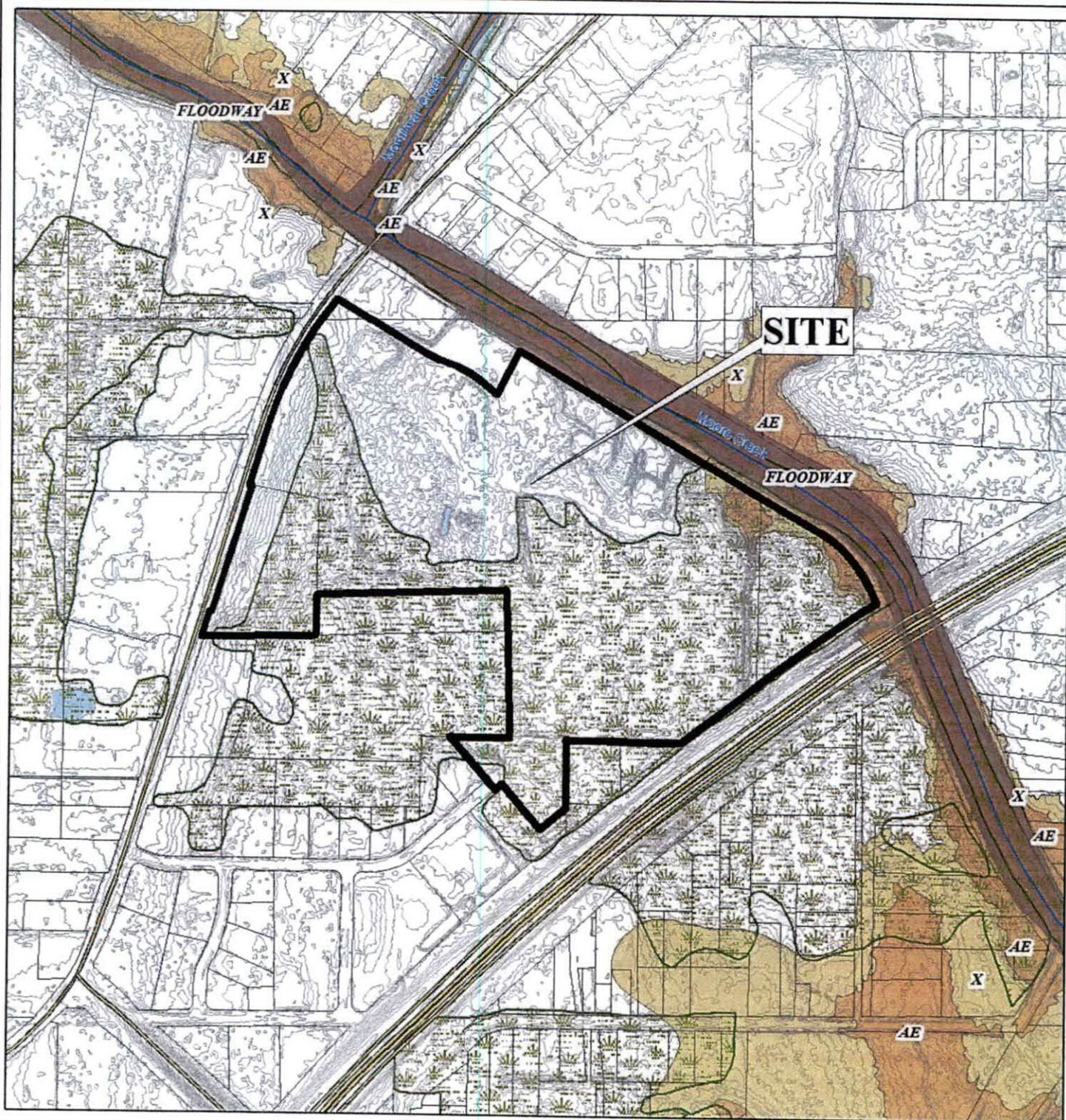
APPLICANT Ramshead Subdivision

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

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | 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 8 DATE March 3, 2022

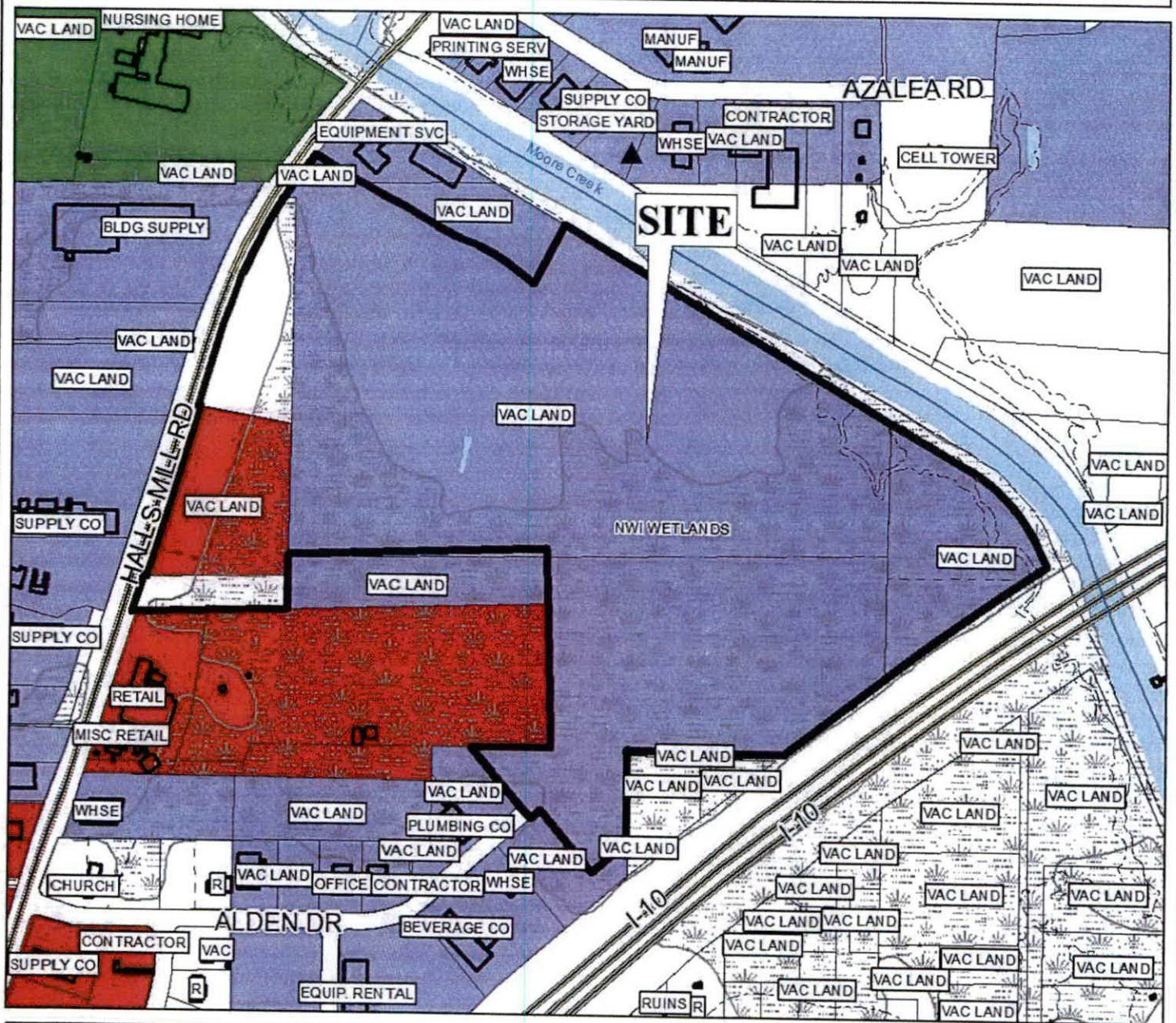
APPLICANT Ramshead Subdivision

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial sites and wetlands.

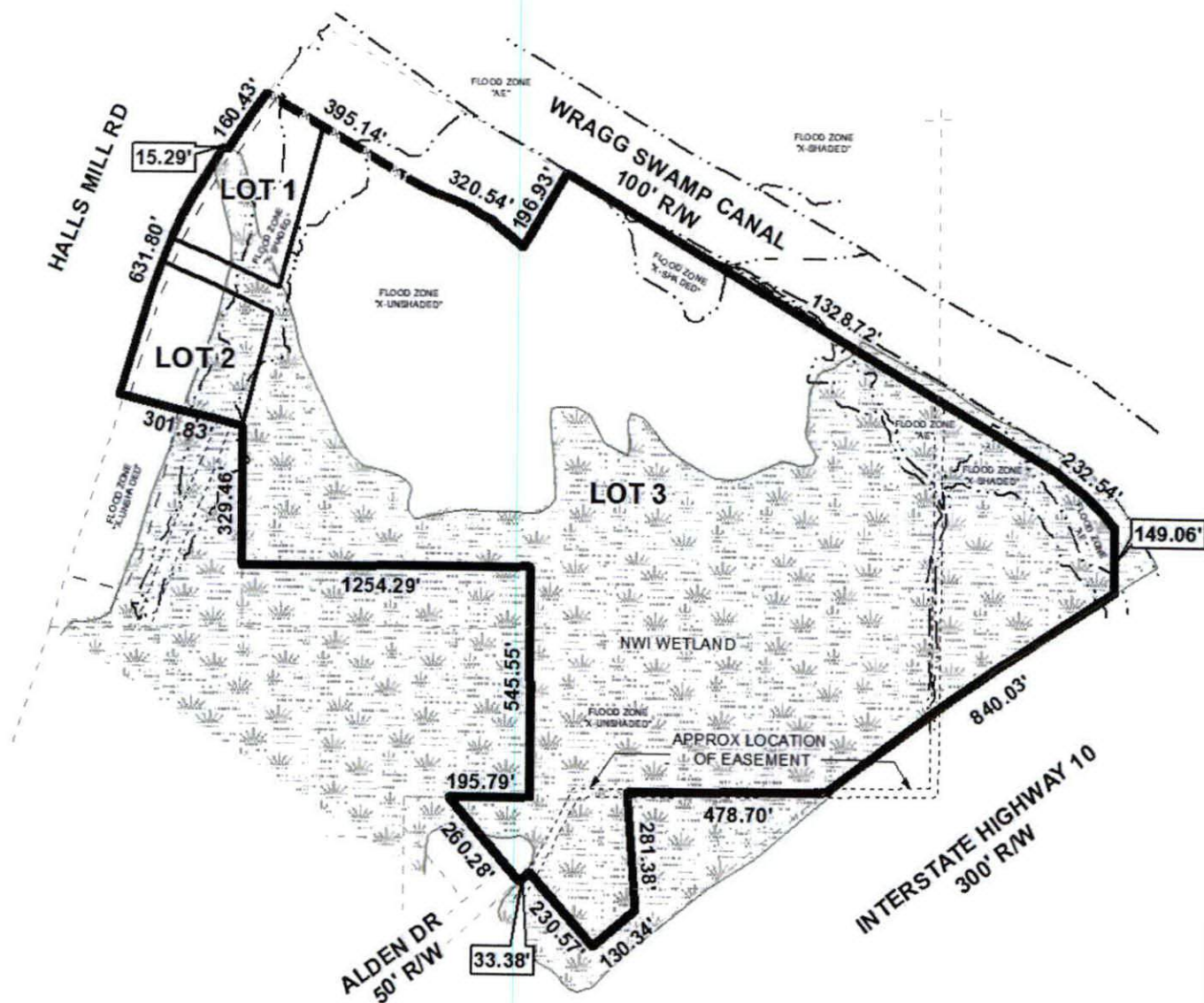
APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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



SITE PLAN



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

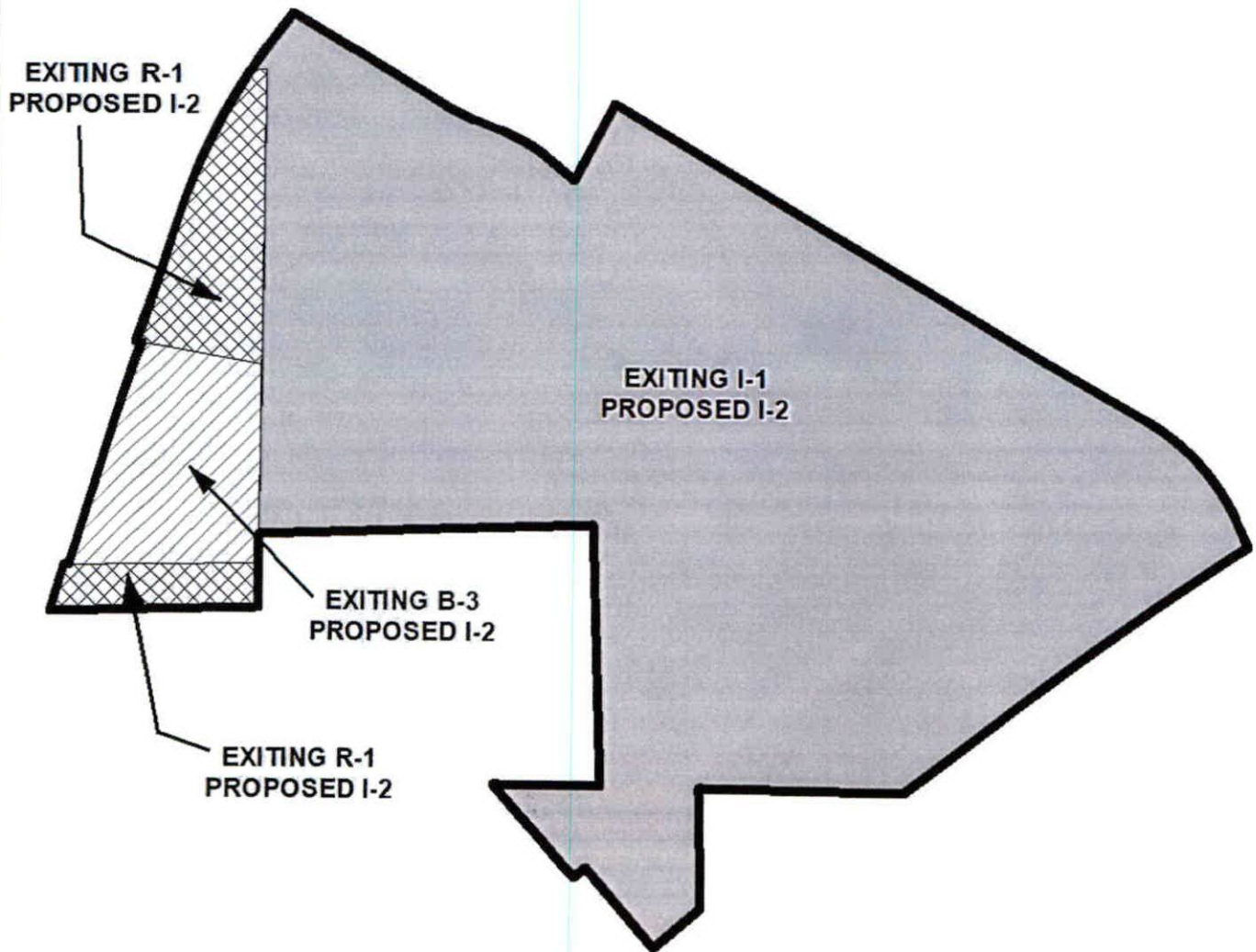
APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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



DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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





AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

White

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 -
10:03 AM



CITY CLERK DEPARTMENT

2022 AUG 12 AM 11:34

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Sonya White Date: 8/12/22
Address: 6309 Piccadilly Square Dr. Mobile, AL 36609
Phone: 251-800-9148 Email: drsonyawhite@comcast.net
Date to Address City Council: August 23, 2022
Subject (must be completed): Discuss the Free Dental Day
for Residents of Mobile on October 8th 2022.

Specific Questions: _____

Signature: Taken by Phone -KB



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Gipson

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 -
10:04 AM



CITY CLERK DEPARTMENT

2022 AUG 15 PM 4:19

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Cindy Gipsen, Ph.D., AltaPointe Health Date: 8/12/22

Address: 5750 Southland Dr. Mobile

Phone: (251) 406-0363 Email: adouglas@altapointe.org

Date to Address City Council: Aug. 23, 2022

Subject (must be completed): _____

update on AltaPointe and Mobile Police co-response
to mental health crisis calls.

It is the Mobile Justice and Mental Health
Collaborative.

Specific Questions: _____

Signature: April Douglas, AltaPointe PR director



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Parker

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 -
10:06 AM



CITY CLERK DEPARTMENT

2022 AUG 15 PM 4:19

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Sandra Parker, MD, AltaPointe CMO Date: 8/12/22

Address: 5750 Southland Dr Mobile

Phone: (251) 406-0363 Email: adouglas@altapointe.org

Date to Address City Council: Aug. 23, 2022

Subject (must be completed): _____

I would like to give an update on AltaPointe Health's mission, our programs and ~~the~~ share the successful start of our co-response with Mobile police to a crisis call. It is the Mobile Justice and Mental Health Collaborative.

Specific Questions: _____

Signature: April Douglas, AltaPointe PR director



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Robb

Cover Memo

8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 -
10:09 AM



CITY CLERK DEPARTMENT

2022 AUG 17 AM 8:37

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: John Robb, President, FOMT Date: 8/16/22
Address: 1440 Regency Oaks Drive West Mobile AL 36609
Phone: 251 605-9710 Email: john.robbl02@yahoo.com
Date to Address City Council: EARLIEST POSSIBLE MEETING

Friends of Mobile Trees, an IRS approved 501c3, is raising funds through private and corporate donations and grants. Our sole purpose is to use these funds to restore Mobile's existing treescape and plant new species, approved by Urban Forestry, that are appropriate to their locations and intended use. FOMT also wants to express our serious concern about the Mobile Tree Commission's failure to meet to discuss our initiatives and time sensitive tree permit requests. The MTC is scheduled to meet monthly, yet has not reached quorum since we pledged an initial \$10,000 grant to the city March 15th. As an initial remedial step, FOMT would like the Council to fill the two positions that are currently vacant and determine why the existing five commissioners are unable to hold even one meeting. It is vitally important that the MTC resume its work to improve our residents' quality of life and stimulate our local economy by making our city more attractive to tourists.

Specific Questions: _____

Signature: _____

John Robb
PRESIDENT, FOMT



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve purchase order for unleaded fuel for Langan Park.

General fund.

Amount of Contract:

\$21,291.76

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220805 Agenda Package	Cover Memo	8/5/2022
Fuel POs		

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:26 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, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>13566</u>	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$21,291.76	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

City Clerk

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00013566-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
--	---	--------

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7030.00 GALLON	2.99000	21019.70
1	1000.40.20.2070.2050.2070.0000.0000.45020.			21019.70
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	7030.00 EACH	0.03870	272.06
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			272.06

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00013566-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
--	---	--------

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	21291.76
-------------------	----------

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21291.76	49320.64
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	08/04/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	08/04/22	DONALD ROSE	Auto approved by: 9105neej
Approved	08/04/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	08/04/22	JOHN PAINE	Auto approved by: 9105neej
Approved	08/04/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	08/04/22	JAMES NEESE JR	

BID #5624-FUEL

**GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

**GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

**DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

**GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY**

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL **	.3825
OAGG, INC	3.9755

**** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.**

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: ms Buyer: 007

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

DATE 10/14/2021	BID NO. 5624	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: As Specified
--------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	FUEL The City of Mobile requests bids for: Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane. Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods. Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order. Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount. Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased. The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes. Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Firm Name _____

Typed Signature _____

By _____

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

Page _____ of _____

165

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 6 Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation. BAD FUEL: If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent. If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids. PRICING: Gasoline Unleaded Regular E-10 87 Octane Rating 1000 – 8199 Gallons per Delivery Margin Price per Gallon Gasoline Unleaded Regular E-10 87 Octane Rating 8200 Gallons or More per Delivery Margin Price per Gallon Diesel #2 (Ultra Low Sulfur) Clear on Road 1000 – 2000 Gallons per Delivery Margin Price per Gallon Gasoline Unleaded 89% Octane Rating, 0% Ethanol 1000 – 2000 Gallons per Delivery Margin Price per Gallon TO BE AWARDED ON A PER ITEM BASIS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 6 The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile: <u>Motor Pool 745 South Broad St., Mobile, AL 36604</u> 1 Ea. 10,000 Gallon Tank (Unleaded, in ground) <u>Municipal Garage 770 Gayle St., Mobile, AL 36604</u> 2 Ea. 10,000 Gallon Tanks (Unleaded, in ground) 1 Ea. 2000 Gallon Tank (Unleaded, above ground, 0% Ethanol) <u>3rd Precinct 2165 St. Stephens Rd., Mobile, AL 36617</u> 1 Ea. 4,000 Gallon Tank (Unleaded, above ground, Bobtail Delivery only) <u>Langan Park 4901 Museum Dr., Mobile, AL 36608</u> 1 Ea. 10,000 Gallon Tank (Unleaded, above ground) 2 Ea. 1,000 Gallon Tanks (Diesel, in ground) <u>4th Precinct 8080 Airport Blvd., Mobile, AL 36608</u> 1 Ea. 10,000 Gallon Tank (Unleaded, above ground) <u>The Wave Transit 1224 West I-65 Svc. Rd., S., Mobile, AL 36606</u> 1 Ea. 1,200 Gallon Tank (Unleaded, above ground) <u>Fire Station #7 5525 Commerce Blvd., Mobile, AL 36619</u> 1 Ea. 2000 Gallon Tank (Diesel, above ground) The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.					
			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.

Page _____ of _____

168

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. Page 6 of 6 City of Mobile Business License is required. See Item 14 on Reverse of Page 1. The City of Mobile does not accept Vendors' terms and conditions. This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1. For additional information, contact: <u>purchasing@cityofmobile.org</u> CONTACT INFORMATION (PLEASE PRINT) COMPANY NAME _____ CONTACT NAME _____ COMPANY ADDRESS _____ TELEPHONE NUMBER _____ FAX NUMBER _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

169



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Truck & Equipment Co Inc for a Heliox DC 50Kw mobile charging station for electric garbage truck.
General fund.

Amount of Contract:

\$39,465.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220808 Gulf Agenda Package POs	Cover Memo	8/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>13679</u>	2022	(2090B) GARBAGE COLLECTION	HELIOX DC 50KW MOBILE CHARGING STATION FOR ELECTRIC GARBAGE TRUCK (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$39,465.00	<u>(77800) GULF COAST TRUCK & EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013679-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.47010. Review: Buyer: Status: Approved
--	--

Page 1

Vendor GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
---	--

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/22	077800				GARBAGE COLLECTION

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

General Notes

001 MACK SOURCEWELL CO-OP#060920-MAK HELIOX DC 50KW MOBILE CHARGER FOR ELECTRIC GARBAGE TRUCK AS PER SOURCEWELL CONTRACT 060920MAK	1.00 EACH	39465.00000	39465.00
---	--------------	-------------	----------

1 1000.40.20.2070.2090.2070.0000.0000.47010.	39465.00
--	----------

Ship To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	39465.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.47010.	39465.00	483867.70
SANITATION EXP	EQUIPMENT (GREATER \$5000)	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013679-00 FY 2022 Acct No: 1000.40.20.2070.2090.2070.0000.0000.47010. Review: Buyer: Status: Approved
---	---

Page 2

Vendor GULF COAST TRUCK & EQUIPMENT CO INC P O BOX 6267 MOBILE, AL 36660 Tel#251-476-2744 Fax 251-478-5919	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
--	---

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/22	077800				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	Approved 08/05/22 KINA ANDREWS			
	Approved 08/05/22 JAMES DELAPP			Auto approved by: 910515803
	Approved 08/05/22 MARC VASSALLO			Auto approved by: 910515803
	Approved 08/08/22 DONNA MICHELE STANLEY			Auto approved by: 9105paij
	Approved 08/08/22 DONALD ROSE			Auto approved by: 9105paij
	Approved 08/08/22 SANDRA LEWIS			Auto approved by: 9105paij
	Approved 08/08/22 JOHN PAINE			
	Approved 08/08/22 MICHAEL SPAFFORD			Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature



Mack Trucks

Class 6 and Class 7 Medium Duty, Class 8 Heavy Duty Trucks

#060920-MAK

Maturity Date: 08/01/2024

Products & Services

Contract Documents

Pricing

Contact Information

Products & Services

Sourcewell contract 060920-MAK gives access to the following types of goods and services:

- Mack trucks - class 6, 7, & 8
- Gross vehicle weights from 19,500 lbs.-80,000 lbs.
- Mack MD series (medium duty)
- Mack MD6
- Mack MD7
- Mack MD6 low profile
- Mack granite
- Mack anthem
- Mack LR
- Dump trucks
- Refuse
- Cab over
- Mack Financial Services financing available

Locate your local dealer or representative

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:

macktrucks.com/sourcewell

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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[eZiQC Contracts](#)

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**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7825 National Service Road, Greensboro, NC 27409 (Vendor).

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

Vendor desires to contract with Sourcewell to make available for purchase through its participating independent authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will make available for purchase through its participating independent authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor's warranty for the Equipment, Products, and Services furnished will be as stated in the written warranty document provided to a Participating Entity at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 60 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by

Sourcwell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

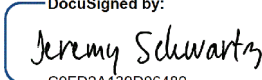
24. CANCELLATION

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

*** Signature Page Follows ***

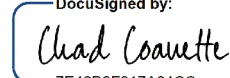
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Sourcewell

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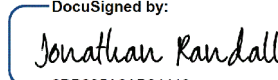
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
8/14/2020 | 11:29 AM CDT
Date: _____

Approved:

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By: _____
Chad Coauette
Title: Executive Director/CEO
8/14/2020 | 11:32 AM CDT
Date: _____

Mack Trucks, Inc.

DocuSigned by:

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By: _____
Jonathan Randall
Title: VP Sales & Marketing
8/14/2020 | 11:08 AM CDT
Date: _____

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Mack Trucks

Does your company conduct business under any other name? If yes, please state: No

Address: 7825 National Service Rd.
Greensboro, North Carolina 27409

Contact: Scott Miller

Email: scott.miller@macktrucks.com

Phone: 336-662-7683

Fax: 336-291-9102

HST#: 52-1582040

Submission Details

Created On: Monday April 20, 2020 09:39:05

Submitted On: Tuesday June 09, 2020 07:58:55

Submitted By: Scott Miller

Email: scott.miller@macktrucks.com

Transaction #: dc05678d-77e6-4c6e-8755-b9a4476ba1ce

Submitter's IP Address: 168.149.137.3

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Mack Trucks, Inc.	*
2	Proposer Address:	7825 National Service Road, Greensboro, NC 27409	*
3	Proposer website address:	www.macktrucks.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jonathan Randall, VP Sales & Marketing. 7825 National Service Road, Greensboro, NC 27409 jonathan.randall@macktrucks.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Miller - Manager, Sales Development. 7825 National Service Road, Greensboro, NC 27409 scott.miller@macktrucks.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Darren Jones, Director Pricing, 7825 National Service Road, Greensboro, NC 27409 Darren.Jones@macktrucks.com Edward Schnake, Manager, Pricing. 7825 National Service Road, Greensboro, NC 27409 edward.schnake@macktrucks.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions since 1900. Today, Mack Trucks is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines and transmissions sold in North America are assembled in the United States. Mack Trucks is part of the Volvo Group, which is driving prosperity through transport solutions by offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs 104,000 people and serves customers in more than 190 markets. In 2019, net sales amounted to about \$45.7 billion.	*
8	What are your company's expectations in the event of an award?	Mack Trucks expects to gain market share within the segments that Sourcewell has customers. Mack Trucks has traditionally tracked a defined "municipal" market share and has placed much focus on these municipal products and customers. For example, the company services Class 8 truck chassis in a segment called CST>10L for which Mack Trucks reports a current 14.7% market share. While 14.7% is respectable, Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks now offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6 and Class 7 chassis. The company expectations in all segments of its business is always to meet customer demands and grow market share, but in this CST>10L segment specifically Mack Trucks expects to increase its lines of business for the different types of Sourcewell customers.	*

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mack Trucks is a wholly owned subsidiary of Volvo AB, a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of about \$45.7 billion for 2019. Volvo AB is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating Volvo AB has with several different rating agencies, for example the A ratings with both Moody's and Standard and Poor's. Mack Trucks also provides the 2019 Annual Report for Volvo AB, which includes various reports specifically addressing the Mack Trucks subsidiary and Mack product lines.	*
10	What is your US market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in the US is 14.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in Canada is 7.2%. Due to Canadian privacy laws, it remains difficult to verify the Canadian market share, although Mack Trucks believes actual market share figures to be greater than reported.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mack Trucks is a manufacturer of class 6-8 trucks. Every Mack® truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines and transmissions for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has approximately 125 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service uptime issues. The corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages. Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2020, Mack Trucks had 124 dealer-owners with 432 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Mack Trucks' John Walsh, Mack Trucks vice president of marketing, was named to Constellation Research's 2020 AX50, an elite list of leaders from companies focused on innovation and transforming customer experiences. Mack Trucks and Walsh were recognized for the truck manufacturer's work in customer experience and digital marketing. 2018 – Mack Trucks' design team was recognized by the Industrial Designers Society of America with a Silver International Design Excellence Award (IDEA) in recognition of their work on the Mack Anthem model. 2016 – Mack Trucks and its Mack Trucks Academy won a Brandon Hall Group gold award in the Best Learning Program Supporting a Change Transformation Business Strategy category for its Certified Uptime Centers training program. The Brandon Hall Group awards recognize how learning programs are developed and applied in support of major organizational changes. 2016 – Mack Trucks' "The Horn" video won four bronze Telly Awards, which honor the finest video and film productions and online commercials, video and films. 2016 - Superior Carriers, a division of Superior Bulk Logistics, awarded Mack Trucks its President's Supplier Excellence Award, the only external award given by the company on an annual basis. 2015 – Mack Trucks' website was honored as a Gold Winner in the business-to-business category of the 13th annual Horizon Interactive Awards, which recognize excellence in interactive media production. 2015 – Mack Trucks was named the 2015 Commercial Vehicle Maker of the Year by TU-Automotive, a leading organization focused on the connected vehicle technology segment. Mack Trucks received the award for Mack GuardDog Connect, its integrated telematics solution, and Mack Fleet Management Services.	*
17	What percentage of your sales are to the governmental sector in the past three years	10.6% of its sales were to the governmental sector in the last three years.	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of its sales were to the education sector over the last three years.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, Texas Buy Board. Mack Trucks does not track the sales by cooperative, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (flyer attached in documents) Sales volumes on the GSA contract are as follows: 2017 125 units totaling \$14.3M 2018 47 units totaling \$5.4M 2019 140 units totaling \$19.6M	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
State of Utah DOT	Troy Starley	801-965-4470	*
City of Detroit	Bill Webster	313-628-1148	*
Missouri DOT	Roy Hogsett	660-385-8274	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Agencies in NY	Government	New York - NY	We mainly sell cabover refuse trucks that are also used to plow snow. They also use our chassis for wreckers, dump trucks, and others.	635 trucks	\$184,116,980	*
Agencies in PA	Government	Pennsylvania - PA	Chassis for snow plows	363 trucks	\$36,772,989	*
Agencies in TN	Government	Tennessee - TN	Chassis for snow plows and dump trucks	203 trucks	\$21,390,110	*
Agencies in AL	Government	Alabama - AL	Chassis for dump trucks and tractors to haul dump trailers.	184 trucks	\$21,650,912	*
Agencies in UT	Government	Utah - UT	Chassis for snow plows	152 trucks	\$14,828,208	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Mack Trucks currently has 31 corporate sales reps in the field, working from home offices and covering territories calling on Mack dealers and customers. Together with the 893 dealer sales reps, the corporate field team will visit customers to work on selling Mack trucks.	*
24	Dealer network or other distribution methods.	Mack Trucks has 432 Full Line dealers for the US / Canada. Of those dealers 132 are Certified Uptime Dealers which means they have dedicated bays to get trucks in and out of the shop quickly. Customers can expect a diagnosis within two hours of arriving at a Certified Uptime Center and if the repair fits the criteria the truck is pulled into an Uptime bay where the repair is done in four hours or less.	*
25	Service force.	Mack Trucks currently has 77 corporate service reps in the field, working from home offices and covering territories calling on Mack dealers and customers in the US and Canada. These service reps work directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also become involved with customers to support warranty, Up-time solutions, Over-the-air programming, etc.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mack Trucks has a 24 hour / 365 day Mack One Call Uptime Center. All operations are in Greensboro, NC and fully staffed 24/7 with trained professionals to assist with any type of issues. All operations are in one facility, housing Parts and Reliability engineers who can speak face to face to ensure a quick response to an issue. Mack Trucks also has complete lists of outside towing /repair facilities to support customer needs.	*
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	In the United States Mack Trucks has a total of 342 rooftop locations. This includes 279 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.	*
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	In Canada Mack Trucks has a total of 90 rooftop locations. This includes 34 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcwell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcwell.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcwell customers. There are no restrictions unless the local Mack dealer independently decides not to participate in the program.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The strategy will be to educate and engage the Mack dealer network to properly be aware of these bid opportunities. Mack Trucks will place ads where appropriate to communicate that the Mack brand is now a part of the Sourcewell network. Mack Trucks' plan is to identify Mack Sourcewell dealers and include the notation in the Mack dealer locator. This will allow customers to search for and discover Mack Sourcewell dealers closest to them via the Mack dealer locator.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Mack Trucks remains highly focused on delivering the digital experience across all of its marketing channels. The primary objective in Mack Trucks Marketing is to drive awareness, interest, and consideration of Mack products and services. Mack Trucks uses social media, video, trade shows, programmatic digital materials, and other technological methods for marketing its messages. Marketing supports potential and existing customers that are actively shopping for Classes 6-8 products, to provide news, product and service improvements, and new offerings of Mack Trucks, and promotes connections between potential and existing customers with Mack Trucks dealers based on an interested party's location for customer convenience. Web forms, landing pages, multi-channel marketing campaigns, offline print, and trade show experiences encourage potential customers to self-identify and promote personalized and segmented customer profiles. These efforts allow Mack Trucks to better understand a customer's needs and applications. Complete profiles enable Mack Trucks to provide segmented content to customers, which can be further enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Customer information may be provided to independent authorized Mack dealers to foster relationships with potential customers about Mack products and services. Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Further, Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to highly customizable nature of a Mack chassis, and the need for a Mack dealer to explain options to best suit a particular customers needs and equipment application, Mack Trucks does not currently offer an e-procurement ordering platform directly to the end customer. Mack Trucks does provide several on-line tools, for example its "truck builder" tool, where end customers can go to the MackTrucks.com website and "build a truck" to their general specifications. This tool will then send those general specifications to the closest Mack dealer who can in turn validate the specifications and quote that customer on those specs using the Mack Sales System (MSS) tool, and thereafter confirm and submit an order for product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mack Trucks offers a variety of training for its customers. Mack Trucks provides on-line training and will often send trainers to customer's locations and provide service technician training, driver training, and municipal training. All of these are tailored to fit customer needs. For example, in terms of driver training it is more on the functionality of the truck. The trainer gets a copy of the truck spec from the District Manager and then does some "classroom" work of going over the dash, seat, shifter, transmission features, engine, etc. The trainer addresses safety features, steering wheel, etc. Time permitting and depending on class size, after the classroom time, drivers will get a chance to get hands on with the truck as long as there is a truck available. With existing Mack brand customers, the trainer will be able to use Mack Analytics to view past fuel efficiency and talk about creating better habits to improve on that in the future. Often the training will occur as "train the trainer", and depending on the size of the fleet may also directly involve the drivers themselves. The pricing for the driver training is: Cost \$1650 per day (includes the instructor on-site, instructor's food and transportation). Training Agenda Day 1 Travel up Day 2 Driver Training Day 3 Travel back And this is for a 10 driver/driver trainer Max. Municipal training focuses on Service Technician training that is customized for their application or their truck spec. All of the examples the trainer uses in class would be for their specific application or truck spec (so minimal difference between the two). As for cost, it varies greatly. On average, \$325.00 per Service Technician per day.	*
37	Describe any technological advances that your proposed products or services offer.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. Mack Trucks is also on the leading edge of telematics and provides over the air programming for many of the electronic and/or software driven items on trucks today. This will save customers, Sourcewell members, a tremendous amount of time by not having to bring the trucks to a local dealer for software upgrades or programming changes. Mack Trucks has the ability now to do these "over the air" updates in about 20 minutes, wherever the truck is parked provided they are in an area with a good cellular signal.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmental responsibility and green initiatives are important to Mack Trucks. Our Lehigh Valley Operations assembly facility, where all Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD are both platinum-certified through the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity. Mack Trucks has also taken steps toward improving the environmental performance of its products by introducing technologies to improve fuel efficiency and reduce carbon dioxide emissions. The Mack MP8HE engine utilizes Mack Energy Recovery Technology, which captures waste energy from the engine's exhaust and converts it to mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Anthem models spec'd with the Mack HE+ efficiency package, which includes the Mack MP8HE, Mack mDRIVE AMT and additional aero features, plus available extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation. Mack Trucks is also a leader in researching and developing alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric is a fully electric version of the Mack LR refuse model featuring an integrated Mack electric powertrain. The LR Electric was unveiled in 2019 and will be demonstrated in real-world applications in 2020 with the New York City Department of Sanitation and Republic Services.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years. Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category. Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.	*

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Although Volvo Group North America, LLC does not qualify for accreditations as a small or diverse business, we support MBWE and small business initiatives with both a "Supplier Diversity" program and a "Small Business Office." Internally, Volvo Group sets goals and objectives for both programs and tracks spend results, which are issued quarterly. Volvo Group also sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in three councils, NMSDC, WBENC and NVBDC, and are a corporate sponsor of CVMSSDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships. Volvo Group's current percentage of total expenditures spent with diverse businesses is approx. 12% (including 10.6% classified as small businesses). For further details on Volvo Group's initiatives in this area please contact: Barbara N. Tischler Volvo Group Purchasing, Business Improvement Leader T: +1.336.662.4622 Email: barbara.tischler@volvo.com	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Mack trucks come standard with 24/7/365 no fee support with Mack OneCall. OneCall roadside assistance service features 24-hour roadside support. OneCall operators can help customers immediately identify the problem and locate the parts from one of Mack Trucks' six electronically-linked parts distribution centers in North America. With next-flight-out services, Mack Trucks can automatically ship the parts customers need for overnight delivery even outside of normal working hours, including Sundays and holidays. Mack OneCall agents are directly connected with Mack authorized dealers and parts and service locations as well as over 5,000 qualified service facilities in North America, so customers will be connected with immediate assistance wherever they may be. OneCall technicians are prepared to provide warranty expertise no matter the location of the customer. GuardDog Connect is an extension to Mack's World Class support. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If an issue is detected on the truck, that information is sent in real-time back to Mack UpTime Center where the issue is diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Depending on the particular situation Mack Trucks may consider covering travel times and mileage.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor.	*
48	Describe any service contract options for the items included in your proposal.	Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcwell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcwell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcwell member for a fee.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Sourcewell Member payment terms will typically be the earlier of either net 30 days from date of Sourcewell Member customer invoice or receipt of Mack goods by Sourcewell Member. Final Payment terms may be negotiated between the Sourcewell Member and Mack Trucks dealer.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcewell lender.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcewell members will work with their local Mack Dealer to build and quote chassis that fit their specific needs. Each Dealer working with a Sourcewell member will process the Sourcewell members' purchase orders. Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. Mack Dealers will be required to opt-in to the Program in order to receive the Sourcewell discount. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels. Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted. To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The P-card payment process is not typically used for commercial truck procurement. However, this would be mutually determined between the Sourcewell member and the Mack dealer.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period. Mack Trucks reserves the right to make further concessions on a case by case basis. Attachments: "Sourcewell Member Mack Pricing Matrix.pdf" "Sourcewell Mack Proposal Example.pdf" "Sourcewell Mack Model List.pdf"	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Mack Trucks reserves the right to make further concessions on a case by case basis.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case by case basis.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need. Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included. The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote. Surcharges may apply depending on market conditions. Mack Trucks will give 90 day written notice issued to Sourcewell prior to the effective date and no orders made prior to the effective date will receive the surcharge.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	An equalized freight charge of \$2,100 is included in every invoice and this covers the cost of freight from Lehigh Valley Operations to the first destination on the contiguous US or Canada. This \$2100 freight charge is included in the Sourcewell Member Discount from Total List. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,450 to have CNG tanks installed. Any additional freight fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. Any additional Freight Fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends. A hoist needs to be available to the transport driver within 2 hours of arrival or a wrecker will be called at the dealer's expense for undecking.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This pricing is exclusive to Sourcewell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels. Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted. To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Mack Trucks will be offering 6 different truck models to Sourcewell members. The Mack Anthem (F. Axle Back) is our latest on highway truck model which comes in day cab, 48" or 70" sleeper configurations. The Mack Pinnacle (F. Axle Fwd) can be used for on or off highway applications and comes in day cab, 48", or 70" sleeper configurations. The Mack Granite HD (F. Axle Fwd & Back) is our off highway vocational truck which comes as a day cab or with a 36" sleeper option. The Granite HD is what we feel that most of the Sourcewell members will need for applications like dump trucks, snow plows, etc. We offer two cab over models: our LR is our low floor entry refuse truck mainly used in city neighborhoods where the streets are a little tighter and the operator is in and out of the truck many times a day. The TerraPro is our suburban refuse truck that can also be used for other things like concrete pumers and conveyor applications. Finally, we will offer our new class 6 and class 7 MD series of truck. This is only available in a day cab version but we do have a 3 person bench seat offering for those customers who need small dump trucks, etc. and need more than 2 people going to the job site.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the Mack Truck models come in different rear axle combinations with the exception of the MD series. The MD series is currently only offered in 4x2 rear axle configurations. As a subcategory goes and as you will see in our pricing, we will have subcategories based on axle configuration. A full list of available models can be found under Pricing Documents (See: "Sourcewell Mack Model List.pdf")

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	☒ Yes ☐ No	Mack Anthem, Pinnacle, Granite HD, LR and TerraPro chassis.	*
67	Class 7 chassis	☒ Yes ☐ No	Mack MD7 product.	*
68	Class 6 chassis	☒ Yes ☐ No	Mack MD6 product.	*
69	Class 5 chassis	☐ Yes ☒ No	NA	*
70	Class 4 chassis	☐ Yes ☒ No	NA	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The first metric Mack Trucks will consider is market share. Mack Trucks will compare its market share for this market segment pre-award versus post-award. Secondly, as Mack Trucks anticipates new customers, Mack Trucks will track increases in the number of customers, in addition to the number of trucks sold.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. The Volvo Group has recently announced its plans to engage in a 50/50 cooperative joint venture with Daimler Truck AG to develop and produce fuel cells for demanding applications.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other features on certain of its product offerings.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop.	*

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

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Volvo AB credit info for Sourcewell.zip - Tuesday June 09, 2020 07:39:02
 - [Marketing Plan/Samples](#) - Marketing examples.zip - Wednesday June 03, 2020 07:19:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell Mack Warranty files.zip - Tuesday May 26, 2020 14:03:04
 - [Pricing](#) - Sourcewell Mack Pricing Information.zip - Monday June 08, 2020 10:14:46
 - [Additional Document](#) - MackDefenseGSAPage2020F.pdf - Thursday May 14, 2020 10:55:55

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jonathan Randall, Vice-President of Sales & Marketing, Mack Trucks

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--

Mack Trucks 060920-MAK

Pricing for contract # 060920-MAK is provided from 17.58% to 39.36% off of list price to Sourcewell participating agencies.

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



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

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Alabama Community College System
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, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Thompson Tractor Co Inc diesel emergency generator for Fire Station 16.

General fund.

Amount of Contract:

\$54,750.00

Funding Source

Project # FD-054A-21 Fire Station No. 16 (Lathan)
Emergency Generator

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220808 Thompson Agenda Package POs	Cover Memo	8/8/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 16 August 2022
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: James Barber
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Thompson Tractor Co Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Thompson Tractor Co Inc for diesel emergency generator for
Fire Station 16.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER

AMOUNT OF CONTRACT: \$54,750.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid FD-054A-21

How many bidders received bid packages (if applicable): 4 at pre-bid

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:

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>13703</u>	2022	(3032) ARCHITECTURAL ENGINEERING	DIESEL EMERGENCY GENERATOR SET FOR FIRE STATION 16 (SEALED BID FD- 054A-21)	\$54,750.00	<u>(203865)</u> <u>THOMPSON</u> <u>TRACTOR CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013703-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 FIRE LATHAN STATION
 1951 SOUTH MARYVALE STREET

SPANISH FORT, AL 36527

MOBILE, AL 36619

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

Deliver To
 FIRE LATHAN STATION
 1951 SOUTH MARYVALE STREET

MOBILE, AL 36619
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/22	203865				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	GENERATOR: VENDOR TO PROVIDE DIESEL GENERATOR SET, AUTOMATIC TRANSFER SWITCH AS PER QUOTE #FD-054A-21 Additional Description Notes ----- PER YOUR QUOTE: SPO-220525-1 DATED 05.25.22	1.00 LOT	54750.00000	54750.00

1 2000.80.00.0000.0000.0000.0000.47010. E C0610 .CAPEQUIPMT.	54750.00
---	----------

Ship To
 FIRE LATHAN STATION
 1951 SOUTH MARYVALE STREET
 MOBILE, AL 36619
 Delivery Reference
 BRENDA PARKER

Deliver To
 FIRE LATHAN STATION
 1951 SOUTH MARYVALE STREET
 MOBILE, AL 36619
 Delivery Reference
 BRENDA PARKER

[Requisition Link](#)

Requisition Total

54750.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013703-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 2

Vendor
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SPANISH FORT, AL 36527

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

Deliver To
 FIRE LATHAN STATION
 1951 SOUTH MARYVALE STREET

MOBILE, AL 36619
 Delivery Reference
 BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/04/22	203865				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E C0610	.CAPEQUIPMT.		54750.00	24441.01

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	54750.00	483867.70
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	08/04/22	BRENDA RHODES	
Approved	08/04/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/04/22	RELYA MALLORY	Auto approved by: 910511034
Approved	08/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/08/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/08/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/08/22	JOHN PAINE	
Approved	08/08/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature

**FIRE STATION NO. 16 (LATHAN)
EMERGENCY GENERATOR
FD-054A-21**



**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
May 8, 2022**

The City of Mobile will receive bids for the following Project:

Project Name: Fire Station No.16 (Lathan) – Emergency Generator
Project Location(s): 1951 South Maryvale Street, Mobile, Alabama 36605
Project Number: FD-054A-21

Description:

The City is accepting quotes for furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide and install a **new** 60kW 208Y/120V Diesel Generator, attached 580 gallon diesel double-hulled tank, and a 400A Automatic Transfer Switch at Fire Station No.16, located at 1951 Maryvale Street, Mobile, Alabama 36605, in strict accordance with the Contract Documents.

The City's Electrical Consultant, Andy Maurin, PE, of Dell Consulting has completed specifications and drawings for this work for reference. See attached *Exhibit 8 & 9*.

Scope of Work:

The Scope of Work will include the following:

1. Provide a new **60kW 208Y/120V** with a 250/3 10KAIC internal breaker diesel generator, see Exhibit 7 – Specifications.
2. Provide an attached diesel double-hulled tank, with a minimum of 48 hour run time capacity, see Exhibit 7 – Specifications.
3. Provide an ASCO Series 300 Group G Power Transfer Switch 400A Automatic Transfer Switch, or equal, see Exhibit 7 – Specifications.
4. The proposed emergency generator replacement shall have a MODBUS RS-485 to Ethernet converter supplied with the emergency generator and installed as part of the complete system. This will be used with remote monitoring software and must be compatible with such.
5. Delivery to site: Fire Station No.16, 1951 South Maryvale Street, Mobile, AL 36605

6. All provided items must comply with the National Fire Protection Association (NFPA) 1, 30, 37, 70, 99, and 110, as applicable.
7. Warranty: Five (5) years parts and labor and Two (2) year Preventative Maintenance Service with One (1) 2-Hour Bank Load Test in Year 2.

Important Dates:

Pre-Quote Meeting: **Tuesday, May 17, 2022 at 2:00PM local time**
Quotes Due: **Wednesday, May 25, 2022 at 2:15PM local time**

Examination of Documents:

Before submitting a Quote, Contractors shall carefully examine this RFQ (including attachments), visit the site (including attendance at the **Mandatory** 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.

Attachments:

1. Exhibit 1 – Agreement
2. Exhibit 2 – DCM Sales Tax Form C-3A
3. Exhibit 3 – E-Verify Documentation
4. Exhibit 4 – Certificates of Insurance with Endorsements sample
5. Exhibit 5 - Request for Taxpayer Identification Number and Certification, W-9 Form, and City of Mobile Vendor Information Form
6. Exhibit 6 – Subcontracting & Major Supplier Plan
7. Exhibit 7 – DBE Utilization Report
8. Exhibit 8 – Specifications
9. Exhibit 9 – Drawings

Mandatory Pre-Quote Meeting shall be held on **Tuesday, May 17, 2022 at 2:00PM local time**, meet at the entrance to Fire Station No.16, 1951 South Maryvale St. Mobile, Alabama 36605. Suppliers shall not park in the paved driveway. Suppliers are required to have a representative present. However, if no representative can be present in person, the Supplier shall contact the Project Manager at **(251) 208-2848**, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Suppliers are required to participate in the Pre-Quote Conference, visit the site prior to submitting a Quote, and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 2:00 PM, seven (7) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Potential Suppliers. Receipt of all addenda shall be acknowledged by the Supplier on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

THIS IS A TAX EXEMPT PROJECT:

This is a Tax-Exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Suppliers shall NOT include sales and use taxes with their quote amounts. Suppliers shall complete the DCM Sales Tax Form C-3A (*Exhibit 2*) and include it as an attachment to their Quote Form.

General:

Contractors may use on-site utilities and facilities, such as power, water, staff restrooms and designated parking areas (do not block the apparatus driveway; parking area must be addressed daily with the Captain). 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. Limit use of premises to allow for Owner access and use of facility. The facility will remain in use during the construction period, the area must be clear of tools, debris and materials at all times to ensure the safety of the firefighters when leaving the Station for a response. Debris shall be removed and disposed of daily. No temporary storage will be available for this location. Obey all City and Facility regulations.

The new generator will be installed on the east side of the facility. The location of the generator shall meet all building and Electrical Code Clearances (ICC-IBS 2021 and NFPA/NEC 2020).

The supplier shall deliver the generator and transfer switch package on-site complete within **twenty-four (24) calendar weeks** from the date of the Notice to Proceed.

Allowances:

There is NO Contingency Allowance for this purchase. Product will be purchased upon meeting the specifications listed within the Request for Quote.

Quotes (stipulated sum):

Quotes for the above Scope of Work **will be received until 2:15PM** on Wednesday the **25th day of May, 2022**. Quotes in amounts less than \$50,000 may be submitted in person, 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 and placed into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. 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.

The Quotes will be publicly opened and read at 2:30PM in the Atrium Lobby of Government Plaza. Supplier is responsible for his/her quote arriving on time.

- A. No Quote 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 quote opening date to award contract.
- C. Supplier shall submit a detailed itemized pricing list in addition to the Quote Form.
- D. Supplier shall submit generator and transfer switch specifications.

Bond Requirements:

For contracts that exceed \$10,000.00, 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.

City of Mobile Building Permits are required for this project, and all required progress and final inspections must be scheduled by the contractor. Closure of permits is a condition of final payment. There is no cost for City of Mobile permits.

Alabama Department of Environmental Management Permits are required for this project, and costs for same shall be included in the quote.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Supplier shall deliver to the City of Mobile the following documents along with the electronically signed Owner Contractor Agreement:

1. Contract form example AIA Document A101-2017 "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 1).
2. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 3).
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 4 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (attached as Exhibit 5).

Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:

<https://www.cityofmobile.org/bids/vendor-portal-information/>

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 **Fire Station No.16 (Lathan), Emergency Generator, FD-054A-21, in Mobile, Alabama 36605**. 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, operation & maintenance manuals, 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, Mark Thomas, at the City of Mobile, Architectural Engineering Department, (251) 208-2848 phone or e-mail thomasm@cityofmobile.org for further clarification regarding this Request for Quotes.

SPECIFICATIONS



PROJECT MANUAL

FOR

**Fire Station #16 (Lathan) –
EMERGENCY GENERATOR & SERVICE MODIFICATION
1951 MARYVALE STREET
MOBILE, ALABAMA 36605
City of Mobile, Alabama
FD-054-21**

**Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827
(251) 208-7454**

And

**Dell Consulting LLC
Andrew W. Maurin, P.E.
813 Downtowner Boulevard, Suite D.
Mobile, Alabama 36609**

May 11, 2021

Bid Date: June 9, 2021

Set Number_____

INDEX TO DOCUMENTS

SECTION	DOCUMENT NAME
---------	---------------

BIDDING AND CONTRACT REQUIREMENTS:

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders – AIA Document A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Sales Tax Form C-3A
	Supplier Diversity Subcontracting & Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor – AIA Document A101 - 2017
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond (Owner's modified form)
	Labor and Material Payment Bond (Owner's modified form)
	E-verify Documentation (Sample)
	Application and Certification for Payment - AIA Document G702 and AIA Document G703 with DBE Utilization Report
	Certificate of Substantial Completion – AIA Document G704-2000
	Contractor's Affidavit of Payment of Debits & 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, W-9 Form, and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction - AIA Document A201 - 2007

SPECIFICATIONS:

DIVISION 1: General Requirements

Section 01010	Summary of the Work
Section 01210	Allowances
Section 01310	Project Management & Coordination
Section 01320	Construction Progress Documentation
Section 01330	Submittal Procedures
Section 01710	Closeout Procedures
Section 017823	Operations and Maintenance Manuals
Section 017839	Project Record Documents

Fire Station #16
Emergency Generator & Service Modifications
FD-054-21

DRAWINGS:

SHEET	DESCRIPTION
T1.1 -	Electrical Title Sheet
E1.1 -	Electrical Specifications & Abbreviations
E1.2 -	Electrical Diesel Generator Specifications
E1.3 -	Electrical Diesel Generator Specifications
E1.4 -	Electrical Diesel Generator Specifications
E2.1 -	Electrical Existing & New Work Plan and Elevation
E3.1 -	Electrical Details
E4.1 -	Electrical Riser Diagrams

SECTION 00200
INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

- A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-1997 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.

Fire Station #16
Emergency Generator and Service Modifications
FD-054-21

SECTION 00100
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: Fire Station #16 (Lathan)
Emergency Generator & Service Modifications
PROJECT LOCATION: 1951 Maryvale Street Mobile, Alabama 36605
PROJECT NUMBER: FD-054-21

1 BID DATE:

- A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 9th day of June 2021, in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, and 205 Government Street, Mobile, Alabama 36602. Bidders shall insert sealed bids into a receptacle marked "City of Mobile Bids" located in the elevated lobby outside the office of the City Clerk's office.
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined at the following location:
 - a. City of Mobile, 5th Floor Architectural Engineering Department, Government Plaza, 205 Government Street, Mobile Alabama 36602.
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. A deposit of \$50.00 per set, all of which is refundable in full on the first two sets to each prime contractor bidder if contract documents are returned in reusable condition within ten (10) calendar days of bid date.
 - a. Payments shall be made by check or money order to the City of Mobile. No cash or credit card payments will be accepted.
 - b. Bidders that request documents be sent by mail or another delivery service shall provide the cost of delivery by separate check or money order, which cost is non-refundable, in addition to the cost of Bid Documents.
 - c. Only bidders who have paid the deposit and have registered with the Project Manager may receive electronic (pdf) bid documents.
- D. Bidders are requested to pick-up Bid Documents from Architectural Engineering Department between the hours of 8:00 AM to 12:00 PM and 1:00 PM to 5:00 PM.
- E. Bidders receiving a minimum of one complete set of Bid Documents shall register with the Project Manager.

- F. Addenda will be issued via e-mail to each bidder registered as having a complete set of Bid Documents and all Pre-Bid Conference attendees.
- G. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
- H. Product Substitutions must be pre-approved before the bid (see Section 01635 for requirements).

BID SURETY: Required on Bids \$10,000.00 or more

- A. 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 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. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.
- C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
- D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

3 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

4 IRREGULARITIES AND REJECTION:

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

5 BIDDER QUALIFICATIONS:

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is \$10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

Fire Station #16
Emergency Generator and Service Modifications
FD-054-21

6 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

7 MANDATORY PRE-BID CONFERENCE:

- A. A Mandatory Pre-Bid Conference shall be held on **Thursday May 27, 2021** at FS #16 at 1951 Maryvale Street at **10:00 AM** which include a walkthrough of the site location.
- B. All prospective bidders will park along the street so as not to block the engine bay doors.
- C. A representative of the contractor must be in attendance throughout the meeting and sign-in in order to submit a bid for the project.
- D. Minutes of this conference will be made as an Addendum for the project.

8 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.
- B. Bid, with Bid Security, Sales Tax Form C-3A and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR FS#16 - EMERGENCY GENERATOR AND SERVICE MODIFICATIONS - PROJECT NUMBER: FD-054-21**".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, JUNE 9, 2021.**
- F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- G. When sent by mail, preferably special delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without

revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

9 EQUAL OPPORTUNITY:

- A. 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.
- B. 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.
- C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- D. 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.

10 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

Fire Station #16
Emergency Generator and Service Modifications
FD-054-21

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT
ACTIVITIES

- A. By signing this contract, 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.

END OF SECTION 00100

SECTION 01010

SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Summary of Work:
Base Bid: Provide the necessary electrical work to furnish and install a new 60 KW emergency diesel powered generator mounted on its own diesel storage tank placed on a new concrete pad and modify the existing electrical service to install a new 400 amp transfer switch. All of the required work is specified in the contract documents prepared by Andy Maurin, PE, of Dell Consulting.
Contractor will install a new 6' chain link fencing with a pair of 5' wide double gates on the street side of the generator location.

- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. Add special conditions of the work here.....restrictions in area, schedule, etc. If you don't have anything, delete this paragraph.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

1.8 ALTERNATE BID ITEMS

1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the

design concept expressed in the Contract Documents.

- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

1.16 EXAMINATION

- A. Verify that existing site conditions and sub surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request

clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Facilities will also continue to be used by the public and shall be maintained clean and in a sanitary condition.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft. Contractor will install a new 6' chain link fencing with a pair of 5' wide double gates on the street side of the generator location.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities. Replace any damaged grass with new sod.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block engine bay traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
 - a. As built drawings and specifications
 - b. Approved submittals
 - c. Warranties and guarantees
 - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of one year after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2 PRODUCTS
Not Used.

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01210

ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

1.3 ALLOWANCE

- A. Include in the Total Base Quote a stipulated allowance of **\$3,000.00** 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.
- B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.
- C. 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.
- D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of three thousand dollars and xx/100 Dollars (\$3,000.00).

END OF SECTION

SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 1 Section "Execution Requirements"
 - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating actual installed location and interface of work.
- B. Coordination: Each contractor shall supervise and direct construction operations with those of subcontractors and entities to ensure efficient and

orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Project closeout activities.
 7. Startup and adjustment of systems.
 8. Project closeout activities.

1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list at site. Keep list current at all times.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at scheduled progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01310

SECTION 01320
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.

1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Field Condition Reports: Submit at time of discovery of differing conditions.
- D. Special Reports: Submit at time of unusual event.
- E. Existing Condition Photos: Submit prior to onsite mobilization to record existing conditions. If, during construction, damage occurs by others, notify Project Manager right away.

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Section, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Submittal Procedure
 - 2. Shop Drawings
 - 3. Product Data

1.3 SUBMITTAL PROCEDURES

- A. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- B. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- C. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- D. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file.

1.4 SHOP DRAWINGS

- A. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

END OF SECTION

SECTION 01710 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Repair of the Work.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Final Inspections by local code officialsCertificates of Release: From authorities having jurisdiction.
- B. Final Inspection by the engineer of record.

END OF SECTION

SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation manuals for new generator and automatic transfer switch.
 - 2. Maintenance manuals for the care and maintenance of new generator and automatic transfer switch.
 - 3.
- B. Manual: Submit two copies of each manual in final form
 - 1. Provide PDF copies on 2 discs. Submit with the corrected manual.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

- 1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter

2.2 OPERATION MANUALS

- A. Descriptions: Include the following:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
- B. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
- D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties Include copies of warranties
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent

END OF SECTION

SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 - 5.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

END OF SECTION 017839

DRAWINGS

PRE-BID MEETING

**FIRE STATION NO.16 (LATHAN)
EMERGENCY GENERATOR
FD-054A-21**

PRE-QUOTE MEETING

2:00 PM May 17, 2022

1951 South Maryvale Street, Mobile, Alabama 36605

AGENDA w/ 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. Pre-Quote requirements: In order to submit a quote, vendors shall be required to review the Request for Quotes and to be on the quoter's list.
4. Discussion of Scope of Work.
 - a. Provide a new **60kW 208Y/120V** with a 250/3 10KAIC internal breaker diesel generator, see Exhibit 7 – Specifications.
 - b. Provide an attached diesel double-hulled tank, with a minimum of 48 hour run time capacity, see Exhibit 7 – Specifications.
 - c. Provide an ASCO Series 300 Group G Power Transfer Switch 400A Automatic Transfer Switch, or equal, see Exhibit 7 – Specifications.
 - d. The proposed emergency generator replacement shall have a MODBUS RS-485 to Ethernet converter supplied with the emergency generator and installed as part of the complete system. This will be used with remote monitoring software and must be compatible with such.
 - e. Delivery to site: Fire Station No.16, 1951 South Maryvale Street, Mobile, AL 36605
 - f. All provided items must comply with the National Fire Protection Association (NFPA) 1, 30, 37, 70, 99, and 110, as applicable.
 - g. Warranty: Five (5) years parts and labor and Two (2) year Preventative Maintenance Service with One (1) 2-Hour Bank Load Test in Year 2.
 - h. 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.
 - i. Vendor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

- j. Before Quoting, Vendor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.
- k. Contractor shall have access to the site seven days a week, 7:00 am until 6:00 pm unless approved differently by Project Manager.
- l. Contractor shall keep an exceptionally clean site. The Fire Station will continue to operate during normal business hours. All Construction and lay down areas must be protected from public.
- m. Protect all concrete sidewalks, pads and paving. Contractor shall be responsible for re-pouring any concrete cracked or damaged through the course of the work, grade in any ruts level and replace any disturbed existing grass with sod, Bermuda. Sod to be maintained for 30 days and must be alive when installed. It is advised that the Contractor document the area before beginning Construction.
- n. Contractor may utilize, without cost: power, electricity, toilet, and handwashing facilities, etc. if available in moderation.
- o. Remove waste, spoils, surplus materials, rubbish, and construction facilities from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.
- p. 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.
- q. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to David Cordingly at david.cordingly@cityofmobile.org or Mark Thomas at thomasm@cityofmobile.org.
- r. ~~Cut off time for submission of RFIs is by 2:00 pm (7) days before the quote opening date.~~ All requests are to be submitted via e-mail to Mark Thomas.
 - **Change to 2:00 pm May 23, 2022, (2) days before the quote opening**
- s. ~~Cut off time for substitution requests is by 2:00 pm (7) days before the quote opening date.~~ Substitution approvals are Pre-Quote only. All requests are to be submitted via e-mail to Mark Thomas.
 - **Change to 2:00 pm May 23, 2022, (2) days before the quote opening**
- t. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.
- u. The City of Mobile will provide utility line locations within the work area. 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 Bid 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 required for the construction, but are available without cost to the Contractor. General Contractor, ~~Plumbing Contractor~~, and Electrical Contractor shall have a current \$10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.
6. Bidding instructions, forms, special requirements and time.
 - a. Quotes for the above Scope of Work will be received until **2:15PM on Wednesday the 25th day of May, 2022**. Quotes in amounts less than \$50,000 may be submitted in person, 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 and placed into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the Office of the City Clerk, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. 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.
 - 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. Quoters are responsible for ensuring their quotes arrive by the bid time and date.
 - ii. Or, if sent by another carrier, addressed to the City Clerk, 9TH floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Quoters are responsible for ensuring their bids arrive by the quote time and date.

- iii. No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.
 - iv. The City of Mobile will have sixty (60) days from the quote opening date to award contract.
 - v. Supplier shall submit a detailed itemized pricing list in addition to the Quote Form.
 - vi. Supplier shall submit generator and transfer switch specifications.
 - b. All Quotes not clocked in by the City Clerk's Office prior to the time specified, or Quotes received after the specified time, will be automatically rejected, and returned immediately, unopened.
 - c. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
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).
 - e. Builder's Risk Insurance:
 - i. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all SubContractors for the full amount of the Contract during construction, fabrications, storage, transport and erection of any equipment.
 - ii. Policy provisions and the Certificate of Insurance shall be provided to the Owner.
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 times 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. Mark Thomas: 251-209-3812 (AE Construction Contract Administrator)
 - b. David Cordingly: 251-802-2436 (AE Project Manager)
10. Walk of Site
11. Adjourn

[illegible]

BID TAB

QUOTE TABULATION
ARCHITECTURAL ENGINEERING DEPARTMENT

PROJECT NAME: Fire Station No. 16 (Lathan) Emergency Generator
ADDRESS: 1951 South Maryvale Street, Mobile, Alabama 36605
PROJECT NUMBER: FD-054A-21

PROJECT MANAGER: Mark Thomas
CONSULTANT: Dell Consulting LLC
DISTRICT NUMBER: 3

QUOTE OPENING DATE: 5/25/2022

TIME: 2:30 P.M.

Number of Quoters Contacted 5 Number of Quotes Received 1 Number of Addenda 1

PROPOSED QUOTERS	BID SECURITY	ACK ADD	DBE PKG	BASE QUOTE	CONTINGENCY ALLOWANCE	TOTAL BASE QUOTE	COMMENTS AND NOTES
Thompson Power Systems	YES	YES	YES	\$54,750.00	N/A	\$54,750.00	APPARENT LOW BIDDER
Bill Smith Electric	_____	_____	_____	_____	_____	_____	DID NOT SUBMIT A BID

C: Cassie Boatwright
James Delapp
Brenda Parker

Archnique Kidd
Andy Maurin
City Clerk

David M. Cordingly
Mark Thomas

BID PACKAGE

**Fire Station No.16 (Lathan) – Emergency Generator
FD-054A-21**

QUOTE FORM:

Company Name: Thompson Power Systems

Company Address: 2401 Pinson Highway, Tarrant, AL 35217

Office Phone #: 251-621-6021 **Fax #:** _____

City of Mobile Business License No.: 203865

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated April 28, 2022, and all Addendum(a) No(s) 1 dated May 23, 2022, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Supplier shall deliver the work complete within ~~Twenty-Four (24) calendar weeks~~ from the date of the written Notice to Proceed.
See proposal for availability

- **Supplies shall NOT include sales and use taxes.**
- **Quotes shall be provided in whole dollar amount with no cents.**

Total Base Quote Amount: _____
Amount in Words
Fifty Four Thousand Seven Hundred Fifty Dollars & No Cents \$ 54,750 .00
Amount in #'s

Contact Phone #: Sean O'Neill **Cell #:** 251-300-0110

E-mail Address: seanoneill@thompsoncontractor.com

Signature: Sean O'Neill **Date:** 05/25/2022

Printed Name: SEAN O'NEILL **Title:** Power Generation Sales

Due to volatility in the raw materials market, this quote is valid for 30 days. When submittals are required, the project will be requoted when submittals are approved.

- NETA testing / infrared scanning is not included in our scope of supply

Diesel Generator Set:

- One (1) Caterpillar Model C4.4, EPA Emissions certified, UL2200 listed generator set
- 60kW, 208/120 volt, three phase, 60HZ, standby rated
- EMCP 4.2B Control Panel
- Governor, electronic and isochronous
- Shipped loose remote annunciator panel (RS485)
- Remote emergency stop ships loose for installation by others
- PMG (permanent magnet excitation system)
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 250 amp, 100% rated, with shunt trip
- Radiator with blower fan and belt drive
- Sound Attenuated Enclosure, painted white. 150 MPH wind load
- Fuel tank base, 255 gallon capacity (49 hours of operation at 100% load), UL 142 listed, double wall construction
- The subbase includes the following items as required by the Mobile Fire-Rescue

Department Fire Code Administration

- Fill spill containment basin
- Overfill prevention valve installed
- Tank vents extended to a point 12 feet above grade
- Tank signs are not included and are to be supplied by others as desired
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- Two hour load test at 1.0 power factor performed on site
- 5 year extended warranty
- 24 month maintenance service contract with quarterly visits. Includes two hour resistive load bank test at the end of the 24 month contract
- Operator training
- O&M Manual, (1) set

Automatic Transfer Switch:

- 400 Amp ASCO 300 Series Transfer Switch
- Open Transition
- 208/120 volt, three phase, 4 wire, 60HZ
- 3 Pole

- Service Entrance Rated
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-220525-1

Project Name: FD-054-21 Fire Station 16
Project City: Mobile, AL
Date Issued: May 25, 2022
Expiration Date: June 22, 2022

Page- 2 of 5

holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

NET PRICE FOR ITEMS ABOVE = \$54,750.00

Taxes: Taxes are not included in this proposal and will be added if applicable.

Freight: F.O.B. Job site in Mobile, AL

Estimated Availability: Generator Set: Approximately 31-34 weeks after submittal approval. ATS: 16-18 weeks after submittal approval. Please allow approximately 2-3 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS**.

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Sincerely,

Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsoncontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and

other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent

of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-220525-1

Project Name: FD-054-21 Fire Station 16
Project City: Mobile, AL
Date Issued: May 25, 2022
Expiration Date: June 22, 2022

Page- 5 of 5

judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Purchaser: _____

By: _____

Title : _____

Date : _____

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS, that we Thompson Tractor Co., Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Mobile

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid Dollars (\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for One (1) Caterpillar 60kW 208Y/120W - Diesel Generator, attached 580 Gallon Diesel Double-Hulled Tank, and a 400A Automatic Transfer Switch

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of May, 2022.

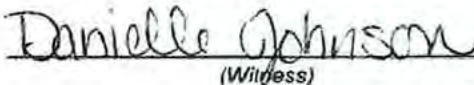

(Witness)

Thompson Tractor Co., Inc.

(Principal)

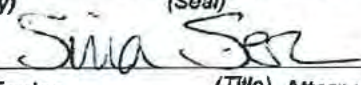
By: 

(Title)


(Witness)

Danielle Johnson

Travelers Casualty and Surety Company of America
(Surety) (Seal)

By: 

Tina Foster

(Title) Attorney-in-Fact



TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Tina Foster of KNOXVILLE, Tennessee, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of May, 2022



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2022

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

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

PRODUCER Marsh & McLennan Agency LLC 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	CONTACT NAME: Adriana Steggert	FAX (A/C, No): 770-476-3651
	PHONE (A/C, No, Ext): 770-622-4689	E-MAIL ADDRESS: Adriana.steggert@Marshmma.com
INSURED Thompson Tractor Co., Inc 2401 Pinson Valley Highway Birmingham, AL 35217	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: Great American Insurance Company	16691
	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 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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:75000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:		GLO292522306	02/01/2022	02/01/2023	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 - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		BAP292522406	02/01/2022	02/01/2023	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 \$10000		TUU554481819	02/01/2022	02/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC292522106 (AOS) WC292522206 (FL)	02/01/2022 02/01/2022	02/01/2023 02/01/2023	☒ 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: City of Mobile Fire Station No. 16 (Lathan) Emergency Elevator
Project No. FD-054A-21

Certificate holder is included as Additional Insured when required by written contract, agreement or permit but only with respect to the Auto Liability and General Liability insurance and subject to the provisions (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Building Services Department
PO 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

Ben Law

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DESCRIPTIONS (Continued from Page 1)

and limitations of the policy. All coverage is written on a primary and non-contributory basis when required by written contract, agreement or permit and subject to the provisions and limitations of the policy. Waiver of subrogation applies to Auto Liability, General Liability Insurance and Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Thompson Tractor Co., Inc.

2 Business name/disregarded entity name, if different from above
DBA Thompson Power Systems, Thompson Lift Truck Co., The CAT Rental Store, Thompson Rents

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) ▶ _____

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.
PO Box 10367 2401 Pinson Highway, Tarrant, AL 35217

6 City, state, and ZIP code
Birmingham, AL 35202-0367

7 List account number(s) here (optional)

8 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

6	3	-	0	3	7	7	4	7	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ *Hana Compton*

Date ▶ *1/3/2022*

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 1088 (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.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised “good faith efforts” to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in “good faith” to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don’t have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the “good faith effort” documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About “**DBEs**”: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About “**Good Faith**” **Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The “good faith effort” factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Tractor Co., Inc
Address	2401 Pinson Hwy, Birmingham, AL 35217
Telephone	205-841-8601
E-Mail	seanoneill@thompsontractor.com

RFP/RFQ Solicitation Number	FD-054A-21
Project Description	Fire Station 16 Generator set and transfer switch
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male _____ Female ☒ Minority _____ Non-minority _____ Vets _____ Total #of Employees <u>1469</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Sean O'Neill

Signature: Sean P. O'Neill Date: 05/25/2022

Title: Power Generation Sales

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Karen Williams Title: Risk Management Administrator

E-mail: karenwilliams@thompsontractor.com Phone: 205-849-4548



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 # FD-054A-21 Your Bid/Proposal Amount \$ 54,750.00 Date: 05 / 25 / 22

Description Diesel generator set and automatic transfer switch

Name of Bidder/Proposer: Thompson Tractor, Sean O'Neill

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A						



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Thompson Tractor Co., Inc

Contact Person: Sean O'Neill Phone 251-300-0110 Email seanoneill@thompsontractor.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.
N/A		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
N/A		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
N/A		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
N/A		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
N/A		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
N/A		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

N/A	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
N/A	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
N/A	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
N/A	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ 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. N/A

Suggestions or comments to improve this program. _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

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

CONTRACTOR: Thompson Tractor Co., Inc		Certified DBE: ☒ YES ☐ NO		Contract Start Date:	
DESCRIPTION: Diesel generator set and automatic transfer switch				Estimated Completion Date:	
This report is for the month of:		JAN	APR	JULY	OCT
(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)	
\$ 54,750.00		\$		\$	
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)
N/A		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
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: Sean O'Neill

SIGNATURE: Sean P. O'Neill Power Generation Sales 05/25/22
(Title) (Date)

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Thompson Tractor Co., Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: March 10, 2022

Expiration Date: March 10, 2023

WBENC National Certification Number: WBE2200531

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council - South, a WBENC Regional Partner Organization.



Authorized by Phala Mire, President Women's
Business Enterprise Council - South

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

NAICS: 423810
UNSPSC: 22100000

 Equal Opportunity & Diversity

Great Lakes
Women's
Business
Council

 **SOUTHWEST
WOMEN'S
BUSINESS
COUNCIL**

 **WOMEN'S
BUSINESS
COUNCIL**
SOUTHWEST

WBENC METRONY
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC NORTH DOW
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 **WBEA**

WBENC EAST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

 **WOMEN'S
BUSINESS
DEVELOPMENT
CENTER**

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

DBE WAIVER



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at

<https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

This form should be completed by the City department requesting a waiver.

Upon completion, submit the form to the Office of Supplier Diversity

by email at officeofsupplierdiversity@cityofmobile.org.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# FD-054A-21 Current Date 5 / 27 / 22

Project Description Fire Station No. 16 (Lathan) Emergency Generator

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

This project is for the purchase of a diesel generator and does not require sub-consultant participation.

The generator will be delivered to the site and installed by others under a separate contract.

The vendor is a certified Women's Business Enterprise (WBE).

Cassie Boatwright

Requested By (Department Director)

C. Boatwright

Director

5/27/2022

(Signature)

(Title)

(Date)

251-208-7627

boatwright@cityofmobile.org

Telephone Number

Email Address

Reviewed By (Office of Supplier Diversity)

(Signature)

(Title)

(Date)

Approved By (CAO)

LETTER OF RECOMMENDATION



813 Downtowner Boulevard
Suite D
Mobile, Alabama 36609
P: 251.316.0015 • F: 850.332.6629
www.dellconsultingllc.com

Memorandum

Date: 05-25-2022

To: Mr. David Cordingly
Capital Improvement Project Manager
City of Mobile
Architectural Engineering Department
205 Government Street
Mobile, Alabama 36633

From: Andy Maurin, P.E.

Regarding: Fire Station #16 (Lathan)
Emergency Generator
#FD-054A-21

I have reviewed the Bid information submitted for the project. The bid documentation is in order and consistent with the specified scope of work. I have reviewed the bid and associated documentation. I recommend the bid from Thompson Power Systems of \$54,750.00 be accepted and awarded.

Please let me know if you have any questions or comments.



Andrew W. Maurin

Andrew W. Maurin, P.E.

SALES & USE TAX CERTIFICATE OF EXEMPTION



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION

P.O. Box 327710 • Montgomery, AL 36132-7710

ST: EXC-01
11/21

Application For
Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of
sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

PROJECT NAME		PROJECT OWNER'S FEIN (EXEMPT ENTITY)	
Fire Station No. 16 (Lathan)-Emergency Generator (Project No. FD-054A-21)		63-6001318	
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY
1951 South Maryvale Street	Mobile	36605	Mobile

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)			
☒ Government Entity	☐ General Contractor	☐ Subcontractor	
APPLICANT'S LEGAL NAME		FEIN	
City of Mobile Architectural Engineering Department		63-6001318	
DBA		CONSUMER'S USE TAX ACCOUNT NUMBER	
MAILING ADDRESS: STREET	CITY	STATE	ZIP
205 Governement Street	Mobile	AL	36633-1827
		COUNTY	
		Mobile	
CONTACT PERSON		BUSINESS TELEPHONE NUMBER	
David Cordingly		(251) 208-7637	
EMAIL ADDRESS			
david.cordingly@cityofmobile.org			
PROJECT START DATE		PROJECT END DATE	
08/01/22		02/28/23	
WILL THE APPLICANT HAVE ANY SUBCONTRACTORS ON THIS JOB?		NAME OF PARTY TO THE CONTRACT	
☒ Yes ☐ No If yes, please attach list.		Thompson Tractor Co., Inc.	
JOB DESCRIPTION			
Purchase of emergency generator for Fire Station No. 16 (Lathan).			
WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE?		ESTIMATED POLLUTION CONTROL COST	
☐ Yes ☒ No		\$	
TOTAL PROJECT BID AMOUNT (APPLICANT'S PORTION OF PROJECT)	LABOR COST (APPLICANT'S PORTION OF PROJECT)	MATERIAL COST (APPLICANT'S PORTION OF PROJECT)	
\$54750	\$0	\$54750	

REVENUE DEPARTMENT USE ONLY

PENDING DOCUMENTATION / INFORMATION:

☐ GCL ☐ SBL ☐ Contract / NTP / LOI ☐ LOS ☐ Project Dates / Breakdown of Costs

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

PROJECT NAME

PROJECT OWNER'S FEIN (EXEMPT ENTITY)

Fire Station No. 16 (Lathan)-Emergency Generator (Project No. FD-054A-21)

63-6001318

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC ☒ Government Entity

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

Cassie Boatwright

NAME (PLEASE PRINT)



SIGNATURE

Director

TITLE

07/29/22

DATE

REVENUE DEPARTMENT USE ONLY

PENDING OTHER:

☐ Government Entity ☐ General Contractor ☐ Not on LOS

Contact Dates: _____ Received Date: _____

Forwarded for Denial: _____

Examiner's Remarks _____

Examiner _____ Date _____

Instructions For Preparation of Form ST: EXC-01 Sales and Use Tax Certificate of Exemption for Government Entity Project

NOTE: Exemption Certificates will be issued as of the project start date or the received date of the application. If, upon receipt of the application, the project has already commenced, the certificate will be issued as of the received date of the application. Any purchases made prior to the issuance of a certificate will not be exempt.

***** Please allow 10 to 14 business days for your application to be processed. *****

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed

General Contractor:

1. Signed Application
2. Copy of Executed/Signed Contract, Letter of Intent, Notice of Award, and/or Notice to Proceed
3. List of Subcontractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)

Subcontractor:

1. Signed Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. List of Subcontractors (if any)

General contractors and subcontractors:

- Any additions and/or deletions to the list of subcontractors working on a project must be submitted to the Department within 30 days of occurrence.
- If an extension is needed for a project, please contact the Department of Revenue at the address, number, or email listed below. Extension requests should be submitted no more than 30 days after expiration date.
- Subcontractors Project Start Date should be the date they will begin working on the project and ordering materials

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. Please see the following page for detailed instructions and general information regarding the reporting requirements.

The application and required documentation may be mailed, faxed, or emailed to the following:

Fax: (334) 353-7867

Email: STExemptionUnit@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Department of Revenue
Sales & Use Tax Division
Room 4303
PO Box 327710
Montgomery, AL 36132-7710

General Information and Instructions Regarding the Reporting Requirements for Contractors Awarded an Exemption Certificate

A contractor's exemption certificate for a Government Entity project is needed in order to purchase materials tax exempt for the qualified project. Once the exemption certificate has been applied for and awarded, there is a monthly filing requirement to report the purchases that have been made for each exempt project. The Consumer's Use (CNU) tax account is used to report the tax-exempt purchases made with each certificate for each exempt project for each month.

The consumer's use tax return must be filed for each of the months covered by the exemption certificate. (For example, if the certificate's effective date is June 29, 2014 and the expected completion date is October 1, 2014, a consumer's use tax return must be filed for each of the following months: June, July, August, September, and October.) A return **MUST** be filed each month to report the monthly purchases. Therefore, all active exemption certificates must be included on the monthly report even if the monthly purchases for a specific project was \$0.

If a CNU tax account is not already open under the taxpayer/business name, one will automatically be assigned at the time the exemption certificate is generated. Electronic filing is required through the Department's online filing system, My Alabama Taxes (MAT). A letter containing the online filing information will be mailed to the address on file within a few days after the new CNU tax account has been assigned. This letter will contain all the information needed to create your online filing account in MAT. For questions relating to setting up the account on www.myalabamataxes.alabama.gov, please contact Business Registration at 334-242-1584 or the Sales Tax Division at 1-866-576-6531.

Once the MAT account is set up, please log in and file the monthly CNU tax return. There is a table located at the bottom left hand corner labeled "Contractor's Exemption for Government Construction Projects." All three fields in the table are required to be completed: exemption number, project number, and total amount of purchases for that specific project for the month.

***Please do not use lines 1 through 9 of the return for reporting exempt project information. Leave these lines blank unless taxable purchases were made outside of the state of Alabama that need to be reported and tax remitted. (Lines 1 through 9 do not have anything to do with the exemption reporting requirements).

When the certificate expires (upon the project's completion) and the CNU tax account is no longer needed, please contact the Business Registration Unit at 334-242-1584 and close the CNU tax account. Please be advised that if there are multiple government entity projects open, the consumer's use tax account should remain open until the last project completion date. For example, if Project EXC00ABCD ends in June of 2014 but Project EXC00EFGH ends January of 2015, the CNU tax account must remain open until the end of January 2015. A return for Project EXC00EFGH must be filed all the way through January 2015.

If the applicant already has a CNU tax account and it is currently set up online, please use this account to report exempt project purchases through www.myalabamataxes.alabama.gov using the instructions provided above. The return may then be filed as usual.

***All Consumer's Use Tax returns are due on the 20th of the month following the month in which purchases were made (i.e., the return for the month of June is due July 20th, etc. There are 20 days to file the return before it is deemed late.)

***Any penalty waiver requests may be directed to the Sales and Use Tax Division at 1-866-576-6531. Only one waiver per 18 month period is allowed.

**Fire Station No.16 (Lathan) – Emergency Generator
FD-054A-21**

QUOTE FORM:

Company Name: Thompson Power Systems

Company Address: 2401 Pinson Highway, Tarrant, AL 35217

Office Phone #: 251-621-6021 **Fax #:** _____

City of Mobile Business License No.: 203865

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated April 28, 2022, and all Addendum(a) No(s) 1 dated May 23, 2022, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Supplier shall deliver the work complete within ~~Twenty-Four (24) calendar weeks~~ from the date of the written Notice to Proceed.
See proposal for availability

- Supplies shall NOT include sales and use taxes.
- Quotes shall be provided in whole dollar amount with no cents.

Total Base Quote Amount: _____
Amount in Words
Fifty Four Thousand Seven Hundred Fifty Dollars & No Cents \$ 54,750 .00
Amount in #'s

Contact Phone #: Sean O'Neill **Cell #:** 251-300-0110

E-mail Address: seanoneill@thompsoncontractor.com

Signature: Sean O'Neill **Date:** 05/25/2022

Printed Name: SEAN O'NEILL **Title:** Power Generation Sales

REQ#13703

Due to volatility in the raw materials market, this quote is valid for 30 days. When submittals are required, the project will be requoted when submittals are approved.

- NETA testing / infrared scanning is not included in our scope of supply

Diesel Generator Set:

- One (1) Caterpillar Model C4.4, EPA Emissions certified, UL2200 listed generator set
- 60kW, 208/120 volt, three phase, 60HZ, standby rated
- EMCP 4.2B Control Panel
- Governor, electronic and isochronous
- Shipped loose remote annunciator panel (RS485)
- Remote emergency stop ships loose for installation by others
- PMG (permanent magnet excitation system)
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 250 amp, 100% rated, with shunt trip
- Radiator with blower fan and belt drive
- Sound Attenuated Enclosure, painted white. 150 MPH wind load
- Fuel tank base, 255 gallon capacity (49 hours of operation at 100% load), UL 142 listed, double wall construction
- The subbase includes the following items as required by the Mobile Fire-Rescue

Department Fire Code Administration

- Fill spill containment basin
- Overfill prevention valve installed
- Tank vents extended to a point 12 feet above grade
- Tank signs are not included and are to be supplied by others as desired
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- Two hour load test at 1.0 power factor performed on site
- 5 year extended warranty
- 24 month maintenance service contract with quarterly visits. Includes two hour resistive load bank test at the end of the 24 month contract
- Operator training
- O&M Manual, (1) set

Automatic Transfer Switch:

- 400 Amp ASCO 300 Series Transfer Switch
- Open Transition
- 208/120 volt, three phase, 4 wire, 60HZ
- 3 Pole

- Service Entrance Rated
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-220525-1

Project Name: FD-054-21 Fire Station 16
Project City: Mobile, AL
Date Issued: May 25, 2022
Expiration Date: June 22, 2022

Page- 2 of 5

holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

NET PRICE FOR ITEMS ABOVE = \$54,750.00

Taxes: Taxes are not included in this proposal and will be added if applicable.

Freight: F.O.B. Job site in Mobile, AL

Estimated Availability: Generator Set: Approximately 31-34 weeks after submittal approval. ATS: 16-18 weeks after submittal approval. Please allow approximately 2-3 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS**.

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Sincerely,

Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsoncontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and

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Date Issued: May 25, 2022
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Page- 3 of 5

other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent

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Project Name: FD-054-21 Fire Station 16
Project City: Mobile, AL
Date Issued: May 25, 2022
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Page- 4 of 5

of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a

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Page- 5 of 5

judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Purchaser: _____

By: _____

Title : _____

Date : _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Thompson Tractor Co., Inc.	
2 Business name/disregarded entity name, if different from above DBA Thompson Power Systems, Thompson Lift Truck Co., The CAT Rental Store, Thompson Rents	
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 ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► ☐ 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. PO Box 10367 2401 Pinson Highway, Tarrant, AL 35217	Requester's name and address (optional)
6 City, state, and ZIP code Birmingham, AL 35202-0367	
7 List account number(s) here (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								
6	3	-	0	3	7	7	4	7

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► <i>Hera Compton</i>	Date ► <i>1/3/2022</i>
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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.

RE: MFRD Facilities Update

Thomas, Mark <thomasm@cityofmobile.org>

Thu 04-Aug-22 12:58

To: Paine, John <paine@cityofmobile.org>

Cc: Cordingly, David <david.cordingly@cityofmobile.org>; Parker, Brenda <brenda.parker@cityofmobile.org>

[It's coming...](#)

From: Paine, John <paine@cityofmobile.org>

Sent: Thursday, August 4, 2022 1:56 PM

To: Cordingly, David <david.cordingly@cityofmobile.org>

Cc: Thomas, Mark <thomasm@cityofmobile.org>

Subject: RE: MFRD Facilities Update

THIS NOT WITH PURCHASING, OUR CLOCK STARTS WITH A REQUISITION, AND IT WILL SHOW WHEN YOU FINALLY SENT THE REQUISITION.

From: Cordingly, David <david.cordingly@cityofmobile.org>

Sent: Thursday, August 4, 2022 1:38 PM

To: Paine, John <paine@cityofmobile.org>

Cc: Thomas, Mark <thomasm@cityofmobile.org>

Subject: RE: MFRD Facilities Update

Mark, please get with John and provide the requisition number for the emergency generator. If one hasn't been issued, please get with Brenda so we can provide that to purchasing.

The fire department is aware this is with purchasing and are requesting updates to add to their reoccurring facilities update report given to Chief Frank.

Let me know if there's anything you need from me.

Thank you,

David M. Cordingly

Capital Improvement Project Manager

Architectural Engineering Department

City of Mobile

251-208-7637

From: Paine, John <paine@cityofmobile.org>

Sent: Thursday, August 4, 2022 1:03 PM

To: Cordingly, David <david.cordingly@cityofmobile.org>

Subject: RE: MFRD Facilities Update

I must have a requisition from someone that will be converted to a purchase order.

I do not issue or condone letters to procede.

From: Cordingly, David <david.cordingly@cityofmobile.org>

Sent: Thursday, August 4, 2022 12:54 PM

COG10

To: Paine, John <paine@cityofmobile.org>

Subject: RE: MFRD Facilities Update

I am unaware of the requisition number. This is the emergency generator for Fire Station No. 16 (Lathan). I believe Mark Thomas has been working with you on it. I sent you all the project and contract documents last Friday at around 2pm.

I've reattached the bid package to this email.

Thank you,

David M. Cordingly

Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Paine, John <paine@cityofmobile.org>

Sent: Thursday, August 4, 2022 12:48 PM

To: Cordingly, David <david.cordingly@cityofmobile.org>

Subject: RE: MFRD Facilities Update

What is the requisition number?

From: Cordingly, David <david.cordingly@cityofmobile.org>

Sent: Thursday, August 4, 2022 12:47 PM

To: Paine, John <paine@cityofmobile.org>

Subject: FW: MFRD Facilities Update

John,

Please let me know whenever you have an update on the generator purchase so I can update the fire department.

Thank you,

David M. Cordingly

Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Browne, Jason <brownej@cityofmobile.org>

Sent: Wednesday, August 3, 2022 12:18 PM

To: Frank, James <frankj@cityofmobile.org>

Cc: Cordingly, David <david.cordingly@cityofmobile.org>

Subject: MFRD Facilities Update

Chief Frank, please disseminate the following as you wish. I spoke with David Cordingly (AE Capital Improvement Project Manager) a few minutes ago about a comprehensive update on major projects involving Mobile Fire.

*The Crichton Station concrete pad has had all of the surrounding soils and expected new fill tested. The engineering report required the excavation area be dry before the final digging occurred and backfill added. Our recent weather has obviously contributed to the delay.

*Lathan Station's new generator bid is with Purchasing. Once a P.O. is cut, expect a 30-34 week lead time before project completion. The whole process is agonizingly slow. We made significant progress when Robert Johnson was here but the project fell by the wayside after his departure.

*Melton Station's roof, asbestos removal, and sheetrock/insulation replacement contracts are on the Mayor's desk. David expects a notice-to-proceed will be issued by next week at the latest. The asbestos removal and sheetrock/insulation demolition will occur at the same time as the roof replacement. New sheetrock/insulation will have to wait until all is dried out and the roof made watertight.

*The notice-to-proceed on the burn building repairs should be within the week. The scope of work is relatively minor but necessary to continue to safely use the structure.

*The Training Center quad-wide portable classroom is on the Council agenda for the second read next Tuesday.

*Traffic signal preemption for the Airport Blvd corridor is also on the Council agenda for the second read next week.

*The new police/fire administration building is on hold due to costs related to the unexpected need to relocate both training facilities.

*The future combined public safety training facility design is in its infancy. A firm that specializes in the design of such facilities is under contract.

Sincerely,
Chief Browne



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UAV/Survey LLC for annual renewal of Engineering-System-Tool UAV software for MPD Cyber.

General fund.

Amount of Contract:

\$42,800.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220810 UAV Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>13194</u>	2022	(1545) POLICE CYBER DIVISION	ANNUAL RENEWAL OF ENGINEERING SYSTEM TOOL UAV SOFTWARE FOR MPD CYBER (SOLE SOURCE RENEWAL OF COMPATIBLE SOFTWARE AL CODE 41-16-51(A)(13))	\$42,800.00	<u>(297169)</u> <u>UAV/SURVEY LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013194-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor UAV/SURVEY LLC 2033 S GESSNER RD UNIT 3119 HOUSTON, TX 77063 Tel#281-731-3394	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
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Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297169				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

Sole Source, No Substitutions.				
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00	42800.00000	42800.00
	Additional Description Notes	EACH		

Engineering System Tool Software Subscription for Already Existing License and Hardware.				
Vendor Item				
Inventory Item/Loc 1723				
1	1000.30.15.1530.1545.1530.0000.0000.44020.			42800.00
Ship To				
GULF COAST TECHNOLOGY CENTER				
455 ST LOUIS ST. SUITE 2300				
MOBILE, AL 36602				
Deliver To				
GULF COAST TECHNOLOGY CENTER				
455 ST LOUIS ST. SUITE 2300				
MOBILE, AL 36602				

[Requisition Link](#)

Requisition Total 42800.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1545.1530.0000.0000.44020.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013194-00 FY 2022 Acct No: 1000.30.15.1530.1545.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 2

Vendor
 UAV/SURVEY LLC
 2033 S GESSNER RD
 UNIT 3119

HOUSTON, TX 77063

Tel#281-731-3394

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 KEVIN.LEVY@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	297169				POLICE CYBER DIVISION

Account	Amount	Remaining Budget
POLICE CYBER DIVISION EXP	42800.00	1089752.67
OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	08/10/22	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a
Approved	08/10/22	DONALD ROSE	Auto approved by: 9105fo1a
Approved	08/10/22	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	08/10/22	JOHN PAINE	Auto approved by: 9105fo1a
Approved	08/10/22	ANNE FOLEY	

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia, Inc for 15 Protecth Delta 4 ballistic helmets with TCI Liberator IV headsets.

CIP

Amount of Contract:

\$42,800.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220811 GT Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>9164</u>	2022	(1530) POLICE ADMIN SERVICES	15 PROTECH DELTA 4 BALLISTIC HELMETS W/TCI LIBERATOR IV HEADSETS (SEALED BID 5708)	\$29,942.85	<u>(070105) GT DISTRIBUTORS OF GEORGIA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009164-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910514396 Status: Released
--	---

Page 1

Vendor
 GT DISTRIBUTORS OF GEORGIA INC
 2545 BROCKTON DRIVE SUITE 100

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

AUSTIN, TX 78758

MOBILE, AL 36606

Tel#800-241-8950
 Fax 706-861-4444

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/22	070105				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001 AS PER MY BID 5708 AND YOUR QUOTE POLICE PROTECTION EQUIP/BALLISTIC HELMET/PROTECH DELTA 4 BALLISTIC HELMET HIGHCUT FULL DRESS HELMET/HELMET COMES WITH TEAM WENDY CAMFIT & EPIC AIR, RAILS, NVG SHROUD, BUNGEEES & VELCRO KIT COLOR - TACTICAL GREEN SIZES TO BE DETERMINED AT TIME OF ORDER NO SUBSTITUTIONS ITEM - 1220976-HC-FD* Additional Description Notes	15.00 EACH	906.25000	13593.75
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1 2000.80.00.0000.0000.0000.0000.47020.
 E E0034 .EQUIPUND5K.

13593.75

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009164-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910514396 Status: Released
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Page 2

Vendor
 GT DISTRIBUTORS OF GEORGIA INC
 2545 BROCKTON DRIVE SUITE 100

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

AUSTIN, TX 78758

Tel#800-241-8950
 Fax 706-861-4444

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/22	070105				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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002 POLICE PROTECTION EQUIP/TCI LIBERATOR IV HEADSET (TO GO WITH PROTECH DELTA 4 HELMET) TCI LIB. IV-PTT-LH MIC-UNIV. SUSPENSION -BLACK TCI-LIB4-D-APX/LBKU THE UNIVERSAL SUSPENSION INCLUDES THE HELMET MOUNT AND THE BEHIND-THE-HEAD (BTH) SUSPENSION. ***NO SUBSTITUTIONS. Vendor Item	15.00 EACH	1089.94000	16349.10
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1 2000.80.00.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K.	16349.10
---	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total

29942.85

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009164-00 FY 2022 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910514396 Status: Released	Page 3
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/22	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E E0034	.EQUIPUND5K.		29942.85	548734.77

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47020.	29942.85	1089752.67
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
CCancelled	08/10/22	DONNA MICHELE STANLEY	GL Allocation, GL Allocation c
Approved	04/29/22	RODNEY GREELEY	RG
Approved	04/29/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	04/29/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	04/29/22	PAUL PRINE	Auto approved by: 910510512
Approved	04/29/22	WILLIAM REED	Auto approved by: 910510512
Approved	05/02/22	BRENDA RHODES	
Approved	05/02/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/02/22	RELYA MALLORY	Auto approved by: 910511034
Queued	08/10/22	RODNEY GREELEY	Auto approved by: 910511034
Queued	08/10/22	PHILIP MCCRARY	Auto approved by: 910511034
Queued	08/10/22	WILLIAM JACKSON	Auto approved by: 910511034
Queued	08/10/22	PAUL PRINE	Auto approved by: 910511034
Queued	08/10/22	WILLIAM REED	Auto approved by: 910511034
Pending		BRENDA RHODES	Auto approved by: 910511034
Pending		TIFFANY HOLLINS	Auto approved by: 910511034
Pending		RELYA MALLORY	Auto approved by: 910511034
Pending		DONNA MICHELE STANLEY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034

Bid Tab 5708
Ballistic Helmet w/ Hearing Protection

Vendor	Vendor Name	Helmet	Headset
11625	ADAMSON INDUSTRIES CORP	No Response	
291178	AIRGAS USA LLC	No Response	
296086	AMERICAN BLAST SYSTEMS, INC.	No Response	
297662	AMTEC LESS LETHAL SYSYEMS, INC.	No Response	
294752	ARAMSCO, INC	No Response	
296493	BLACK GEAR INDUSTRIES, LLC	No Response	
297450	BLAISING FIRE AND WATER, INC.	No Response	
295440	BOB BARKER COMPANY, INC.	No Response	
25406	BOUND TREE MEDICAL LLC	No Response	
33070	CINTAS CORPORATION DBA CINTAS CORPORATION NO 2	No Bid	
294694	CONTROLLED F.O.R.C.E. INC.	No Response	
276251	CRAIGS FIREARM SUPPLY INC	No Response	
290980	DANA SAFETY SUPPLY INC	No Response	
282295	FLEET SAFETY EQUIPMENT INC	No Response	
70216	GALLS LLC	No Response	
70105	GT DISTRIBUTORS OF GEORGIA INC	\$ 906.25	\$ 1,089.94
77600	GULF COAST MARINE SUPPLY CO INC	No Response	
297599	HARRELL PRINTWEAR	No Response	
297403	KIESLER POLICE SUPPLY, INC	No Response	
296087	KONOVAL LLC	No Response	
275513	KUSTOM SIGNALS INC	No Response	
271003	LAW ENFORCEMENT SUPPLY INC	No Response	
285822	LAWMENS & SHOOTERS SUPPLY INC	No Response	
279810	MED-ENG LLC	No Response	
149290	NORTH AMERICAN FIRE EQUIPMENT CO INC	No Response	
295962	POPSHIELD LLC	No Response	
297215	QUANTICO TACTICAL	No Response	
297421	READ'S UNIFORMS	No Response	
297879	RIDER'S SPORTING GOODS	No Response	
190490	RITZ SAFETY LLC	No Response	
274594	SAFEWARE INC	No Response	
294811	SARKAR TACTICAL, INC.	No Response	
294788	SHOOTERS ALLEY	No Response	
192850	SIRCHIE FINGER PRINT LABORATORIES	No Bid	
194140	SMYRNA POLICE DISTRIBUTORS INC	No Response	
198904	SUNBELT FIRE INC	No Bid	
297073	TRAINING CENTER PROS INC.	No Response	
294832	TRI-TECH FORENSICS INC	No Response	
209310	TURNER SUPPLY COMPANY	No Response	
270017	W W GRAINGER INC	No Response	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

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

Typed by: sd Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/19/2022	5708	POLICE	As Specified

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Wednesday, August 10, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 15-50	BALLISTIC HELMETS W/HEARING PROTECTION Helmet – ProTech Delta 4 Ballistic Helmet. Highcut full dress helmet. Helmet should come with Team Wendy Camfit and Epic Air, Rails, NVG Shroud, Bungees, and Velcro Kit. Color – Tactical Green No Substitutions. Sizes to be determined at time of order. Make _____ Model _____					
Qty 15-50	Headset – TCI Liberator IV Headset -to be used with above helmet. Black suspension. The universal suspension should include the helmet Mount and Behind the Head Suspension. No Substitutions. Make _____ Model _____					
			TOTAL			

Page 1 of 2

Page 1 of 2

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Pricing to be firm for a 1-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for two (2) additional 1-year periods. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co iInc for Light US&R lift bag rescue equipment kit for MFRD.

AL Homeland Security grant.

Amount of Contract:

\$23,716.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220811 NAFECO Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>10659</u>	2022	(1510) FIRE ADMINISTRATION	LIGHT US&R LIFT BAG RESCUE EQUIPMENT KIT FOR MFRD (SEALED BID 5709)	\$23,716.00	<u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010659-00 FY 2022 Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910514396 Status: Approved
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Page 1

Vendor
 NORTH AMERICAN FIRE EQUIPMENT CO INC
 1515 W MOULTON ST

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

DECATUR, AL 35601
 USA
 Tel#256-353-7100
 Fax 256-355-0852

MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5709 AND YOUR QUOTE RESCUE EQUIPMENT, LIFT BAG KIT: Light US&R Lift Bag Kit G2 150, ITEM PRODUTCT #22-889351G2-150; : Light US&R, Airbag Kit, Lifting, Low or High Pressure; To replace expired air bags and adapters that ARE interoperable; Kit number 22-889351G2-150 to Include: • Master Control Case • Dual Deadman Controller • Pressure Regulator • 4 Inline Relief Valves • Tire Nipple and Locking Chuck • 2 "Y" with 2 couplings and 1 nipple • Shutoff adapter with industrial nipple • Shutoff adapter with twist lock • Air Hose Black • 1 Air hose blue • 1 air hose yellow • 1 air hose red • 1 Air hose green • 2 Paratech nipples 1/4" • 4 Paratech Nipples 3/8" • 10 inline relive valves • 2 KPI-17 • 2 KPI-12 • 2 KPI-28 • 2 KPI-5 • 2 KPI-3 • 1 KPI-35L • 1 KPI-44 • 2 KPI-1 • 2 KPI-74 Vendor Item	1.00 EACH	23716.00000	23716.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010659-00 FY 2022 Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910514396 Status: Approved	Page 2
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	149290				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 5501.30.15.0000.0000.1510.0000.0000.47010. E G-FD21FIL .CAPEQUIPMT.			23716.00

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

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

Requisition Link

Requisition Total 23716.00

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

Account	Amount	Remaining Budget
E G-FD21FIL .CAPEQUIPMT.	23716.00	69062.82

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

Account	Amount	Remaining Budget
5501.30.15.0000.0000.1510.0000.0000.47010. AL HOMELAND SECURITY EXP EQUIPMENT (GREATER \$5000)	23716.00	1089752.67

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

Activity	Date	Clerk	Comment
Approved	06/06/22	JEREMY LAMI	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010659-00 FY 2022 Acct No: 5501.30.15.0000.0000.1510.0000.0000.47010. Review: Buyer: 910514396 Status: Approved
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Page 3

Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/06/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/06/22 BARRY GLISSON	Auto	approved by: 910511985	
Approved	06/06/22 JAMES FRANK	Auto	approved by: 910511985	
Approved	06/07/22 TAYLOR HARRIS	Auto	approved by: 910519482	
Approved	06/07/22 TRAVIS MARSHALL			
Approved	06/07/22 RANDY THREADGILL	Auto	approved by: 910519482	
Approved	08/10/22 DONNA MICHELE STANLEY			
Approved	08/10/22 DONALD ROSE	Auto	approved by: 910514396	
Approved	08/10/22 SANDRA LEWIS	Auto	approved by: 910514396	
Approved	08/10/22 JOHN PAINE	Auto	approved by: 910514396	
Approved	08/10/22 DONNA MICHELE STANLEY	Auto	approved by: 910514396	
Approved	08/10/22 JAMES NEESE JR	Auto	approved by: 910514396	
Approved	08/10/22 JOHN PAINE	Auto	approved by: 910514396	

Authorized By: _____ Date: _____

Signature

Bid Tab 5709

Lift Bag kit

Vendor	Vendor Name	Amount
295881	AGILITY TECHNOLOGIES CORPORATION	No Response
295977	AGILITY TECHNOLOGIES CORPORATION	No Response
291178	AIRGAS USA LLC	No Response
292041	AMERICAN DIVING SUPPLY LLC	No Response
297450	BLAISING FIRE AND WATER, INC.	No Response
294767	BONAVENTURE CO INC	No Response
25406	BOUND TREE MEDICAL LLC	No Response
295285	CENTRAL ALABAMA TRAINING SOLUTIONS	\$ 25,890.00
295179	COASTAL RESCUE SOLUTIONS INC	No Response
294963	EMERGENCY EQUIPMENT PROFESSIONAL, INC	No Response
291663	FELD FIRE	No Response
291663	FELD FIRE	No Response
64250	FIREHOUSE SALES & SERVICE INC	No Response
70216	GALLS LLC	No Response
292026	GEORGIA FIRE & RESCUE SUPPLY LLC	No Response
77600	GULF COAST MARINE SUPPLY CO INC	No Response
287234	MUNICIPAL EMERGENCY SERVICES INC	No Response
149290	NORTH AMERICAN FIRE EQUIPMENT CO INC	\$ 23,716.00
277172	OZARK RESCUE SUPPLIERS INC	No Response
161221	PARATECH INC	No Response
190490	RITZ SAFETY LLC	No Response
195121	SOUTHEASTERN EMERGENCY EQUIPMENT COMPANY	No Response
198904	SUNBELT FIRE INC	No Response
198904	SUNBELT FIRE INC	No Bid
289362	SUPREME MEDICAL FULFILLMENT SYSTEMS INC	No Response
209310	TURNER SUPPLY COMPANY	No Response
278118	TUSCALOOSA FIRE EQUIPMENT INC	No Response
270017	W W GRAINGER INC	No Response

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

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

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

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

Typed by: sd Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/20/2022	5709	FIRE	As Specified

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Wednesday, August 10, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Qty 1	LIFT BAG KIT RESCUE EQUIPMENT, LIFT BAG KIT: Light US&R Lift Bag Kit G2 150, Light US&R, Airbag Kit, Lifting, Low or High Pressure; To replace expired air bags and adapter that ARE interoperable. Kit to Include: • Master Control Case • Dual Deadman Controller • Pressure Regulator • 4 Inline Relief Valves • Tire Nipple and Locking Chuck • 2 "Y" with 2 couplings and 1 nipple • Shutoff adapter with industrial nipple • Shutoff adapter with twist lock • Air Hose Black • 1 Air Hose Black • 1 Air Hose Yellow • 1 Air Hose Red • 1 Air Hose Green • 2 Paratech nipples 1/4" • 4 Paratech nipples 3/8" • 10 Inline Relive Valves					
			TOTAL			

Page 1 of 3

**RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE**

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page_____ of _____

331

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. Purchase order to be issued at the time of award. TO BE AWARDED ALL OR NONE					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, color, religion, sex, or national origin. Such action 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, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

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

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



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:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Precision Delta Corp for training ammunition for MPD.

General fund.

Amount of Contract:

\$47,700.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220811 Precision Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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 requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>9946,</u> <u>10877</u>	2022	(1530) POLICE ADMIN SERVICES	100 CASES WINCHESTER 9MM LUGER 115 GRAIN AMMO; 200 CASES WINCHESTER 9MM LUGER 124 GRAIN AMMO FOR MPD (SEALED BID 5711)	\$47,700.00	<u>(293984)</u> <u>PRECISION</u> <u>DELTA CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009946-00 FY 2022 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor
PRECISION DELTA CORP
P O BOX 128

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
Fax 662-756-2591

Delivery Reference
LELAND TERRELL

Deliver To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

002	AS PER MY BID 5711 AND YOUR QUOTE AMMUNITION/WINCHESTER, 9MM LUGER, 115 GRAIN FMJ (TRAINING) NO RELOADS, 500 ROUNDS/CASE, NO SUBSTITUTE. ITEM USA9MMVPY Vendor Item	100.00 EACH	235.00000	23500.00
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1	1000.30.15.1530.1542.1530.0000.0000.47020.			23500.00
---	--	--	--	----------

Ship To
POLICE PISTOL RANGE
12251 TANNER WILLIAMS RD
MOBILE, AL 36608
Delivery Reference
LELAND TERRELL

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

[Requisition Link](#)

Requisition Total	23500.00
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***** General Ledger Summary Section *****

Account 1000.30.15.1530.1542.1530.0000.0000.47020.	Amount Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009946-00 FY 2022 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved	Page 2
--	--	--------

Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Delivery Reference
 LELAND TERRELL

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
SUPPORT SERVICE DIV EXP	23500.00	1089752.67
EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	08/10/22	DONNA MICHELE STANLEY	GL Allocation changed
Rejected	06/02/22	DONNA MICHELE STANLEY	Rejected by: 9105neej SEE REJE
Approved	08/10/22	DONNA MICHELE STANLEY	
Approved	08/10/22	DONALD ROSE	Auto approved by: 910514396
Approved	08/10/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	08/10/22	JOHN PAINE	Auto approved by: 910514396
Approved	08/10/22	MICHAEL SPAFFORD	Auto approved by: 910514396

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010877-00 FY 2022 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved
--	--

Page 1

Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID 5711 AND YOUR QUOTE AMMUNITION/WINCHESTER, 9MM LUGER, 124 GRAIN FMJ, (TRAINING) (USA9MM) 500 RNDs PER CASE Vendor Item	200.00 EACH	121.00000	24200.00
-----	--	----------------	-----------	----------

1 1000.30.15.1530.1542.1530.0000.0000.47020.	24200.00
--	----------

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

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

[Requisition Link](#)

Requisition Total	24200.00
-------------------	----------

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.	24200.00	1089752.67
SUPPORT SERVICE DIV EXP		EQUIPMENT (LESS THAN \$5000)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010877-00 FY 2022 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved
--	--

Page 2

Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/09/22	293984				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****			
Activity Date Clerk	Comment		
CCancelled 08/10/22 DONNA MICHELE STANLEY	GL Allocation changed		
Approved 08/10/22 DONNA MICHELE STANLEY			
Approved 08/10/22 DONALD ROSE	Auto approved by: 910514396		
Approved 08/10/22 SANDRA LEWIS	Auto approved by: 910514396		
Approved 08/10/22 JOHN PAINE	Auto approved by: 910514396		
Approved 08/10/22 MICHAEL SPAFFORD	Auto approved by: 910514396		

Authorized By: _____ Date: _____
 Signature

**BID TAB FOR BID 5711
AMMUNITION**

	USA9MM	USA9MMVPY
CLYDE ARMORY INC	NO BID	
CRAIG'S FIREARMS SUPPLY	NO BID	
ED'S PUBLIC SAFETY	NO BID	
G T DISTRIBUTORS INC	NO BID	
GOLD COAST ARMORY	NO BID	
GULF STATES DISTRIBUTORS	NO BID	
LAWMEN'S & SHOOTERS SUPPLY	NO BID	
PRECISION DELTA CORP	\$ 121.00 PER CASE	\$ 235.00 PER CASE
ON TARGET AMMUNITION LLC	NO BID	
RAY O'HERRON CO INC	NO BID	
SMYRNA POLICE DISTRIBUTORS	NO BID	
SPORTS MARKETING SOUTH	NO BID	
THE SPORTMANS HEADQUARTERS	LATE RESPONSE	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order
.....

Mailing Address:

P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434Purchasing Department
and Package Delivery:Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: sd

Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/22/2022	5711	Police	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, August 10, 2022

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

11:30 AM, Wednesday, August 10, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	AMMUNITION					
Appx 100,000 Rnds	Ammunition Winchester, 9MM Luger, 124 Grain FMJ USA9MM or equal. Make _____ Model _____ Rounds Per Case _____					
Appx 500,000 Rnds	Ammunition Winchester, 9MM Luger, 115 Grain FMJ (training) No reloads. USA9MMVPY No Substitute. Make _____ Model _____ Rounds Per Case _____					
GENERAL SPECIFICATIONS FOR ALL AMMUNITION:						
Provide literature and specifications on all alternate products bid.						
Quote delivered pricing FOB Mobile.						
Include all freight and delivery charges in your pricing. City will not pay freight or handling charges after the fact.						
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.

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 The City of Mobile will not add freight, fuel surcharges, handling, inside delivery, unloading charges, hazardous material charges, etc., after the fact. The City reserves the right to request a sample for evaluation if the City of Mobile so decides. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. Purchase Order to be issued upon award. TO BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

**RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE**

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Global Industries Inc for furniture for MPD 2nd District.

General fund.

Amount of Contract:

27,807.32

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220811 Global Agenda Package POs	Cover Memo	8/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/11/2022 - 2:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>11824</u>	2022	(1530) POLICE ADMIN SERVICES	OFFICE FURNITURE FOR MPD 2 ND DISTRICT (TIPS COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$27,807.32	<u>(073476) GLOBAL INDUSTRIES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER TIPS CONTRACT #200301.
 CITY OF MOBILE ID #346561.
 FREIGHT IS \$0.

INSTALLATION DEALER: OFFICE EQUIPMENT COMPANY - ATTN: NANCY BRAMLETT.

001	STORAGE SHELL TOP & BACK KIT (20"D X 72"W X 29.5H)/ PART#Z2072TB; COLOR: TIGER WALNUT	1.00 EACH	267.08000	267.08
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1	1000.30.15.1530.1532.1530.0000.0000.47020.			267.08
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Ship To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619
 Delivery Reference
 ANITA OTIS

Deliver To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619

002	STORAGE MODULES W/1 ADJUSTABLE SHELF & DOOR (16"D X 30"W X 29.	1.00 EACH	397.32000	397.32
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	5"H) / PART # Z30S2SH; COLOR: TIGER WALNUT			
1	1000.30.15.1530.1532.1530.0000.0000.47020.			397.32

Ship To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619
 Delivery Reference
 ANITA OTIS

Deliver To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619

003	NON-HANDED DESK SHELL RECTANGULAR TOP (30"D X 66"W X 29.5"H)/ PART # Z3066NHD; COLOR: TIGER WALNUT	1.00 EACH	483.56000	483.56
1	1000.30.15.1530.1532.1530.0000.0000.47020.			483.56

Ship To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619
 Delivery Reference
 ANITA OTIS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

004	FULL TO FLOOR RETURN, FF ON RIGHT (24"D X 48" W X 29.5"H)/PART # Z2448SRR; COLOR: TIGER WALNUT	1.00 EACH	556.60000	556.60
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1	1000.30.15.1530.1532.1530.0000.0000.47020.			556.60
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Ship To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619
 Delivery Reference
 ANITA OTIS

Deliver To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25
 MOBILE, AL 36619

005	STORAGE MODULES OPEN ADJUSTABLE SHELF (24"D X 36"W X 29.5"H)/ PART# Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
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1	1000.30.15.1530.1532.1530.0000.0000.47020.			418.88
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
006	STORAGE SHELF W/2 BOX/ 1 FILE DRAWER (23.4"D X 15"W X 28.5"h)/ PART # Z15L2BFSE; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
007	SIDERO, SIDE CHAIR ARMLESS/PART # 6901; COLOR: THUNDER GREY/ BLACK FRAME	1.00 EACH	234.52000	234.52
1	1000.30.15.1530.1532.1530.0000.0000.47020.			234.52
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
008	DOUBLE PEDESTAL RECTANGULAR TOP DESK (69.69"D X 72"W X 29.5"H)/PART # Z3072F23; COLOR: TIGER WALNUT	1.00 EACH	1041.48000	1041.48
1	1000.30.15.1530.1532.1530.0000.0000.47020.			1041.48

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 6
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
009	BOOKCASE W/1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 36"W X 71.9"H)/ PART# ZHBC72; COLOR: TIGER WALNUT	1.00 EACH	468.16000	468.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			468.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved
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Page 7

Vendor
 GLOBAL INDUSTRIES INC
 17 WEST STOW RD

Ship To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25

MARLTON, NJ 08053

MOBILE, AL 36619
 precinct2@mobilepd.org

Tel#856-596-3390
 Fax 856-552-1069

Delivery Reference
 ANITA OTIS

Deliver To
 POLICE 2ND PRECINCT
 5441 HWY 90 W, SUITE 25

MOBILE, AL 36619

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
010 DOUBLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 72"W X 29. 5"H)/PART # Z3072F23; COLOR: TIGER WALNUT	1.00 EACH	1041.48000	1041.48
1 1000.30.15.1530.1532.1530.0000.0000.47020.			1041.48
Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
011 SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5" H)/ PART # Z3066F3L; COLOR: TIGER WALNUT	1.00 EACH	801.68000	801.68
1 1000.30.15.1530.1532.1530.0000.0000.47020.			801.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
012	RIGHT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448ER; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
013	STORAGE SHELL W/2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART # Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
014	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART # Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	801.68000	801.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			801.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fofa Status: Approved	Page 10
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
015	LEFT FLUSH RETURN W/NO PEDESTASL (24"D X 48"W X 29.5H)/ PART# Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 11
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
016	STORAGE SHELL W/2 BOX & 1 FILE DRAWER(29.69"D X 66"W X 29.5"H)/ PART # Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
017	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART # Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	801.68000	801.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			801.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
018	LEFT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 13
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
019	STORAGE SHELL W/2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
020	SINGLE PEDESTAL RECTANGULAR TOP DESK (36"D X 72"W X 29.5"H)/ PART# Z3672F3R; COLOR: TIGER WALNUT	1.00 EACH	781.00000	781.00
1	1000.30.15.1530.1532.1530.0000.0000.47020.			781.00

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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
021	LEFT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
022	CENTER DRAWERS (18"D X 28"W X 3"H)/ PART# CD28; COLOR: TIGER WALNUT	1.00 EACH	114.40000	114.40
1	1000.30.15.1530.1532.1530.0000.0000.47020.			114.40
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
023	BOOKCASE W/1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 36"W X 71.9"H)/ PART # ZHBC72; COLOR: TIGER WALNUT	1.00 EACH	468.16000	468.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			468.16

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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
024	STORAGE SHELL W/2 BOX AND 1 FILE DRAW (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 17
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
025	STORAGE MODULES (24"D X 36"W X 29.5"H)/ PART# Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
1	1000.30.15.1530.1532.1530.0000.0000.47020.			418.88
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
026	SIDERO SIDE CHAIR, ARMLESS/ PART# 6901; COLOR: THUNDER GREY/BLACK FRAME	2.00 EACH	234.52000	469.04
1	1000.30.15.1530.1532.1530.0000.0000.47020.			469.04

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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

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	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
027	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 72"W X 29.5"H)/ PART# Z3072F3L; COLOR: TIGER WALNUT	1.00 EACH	781.00000	781.00
1	1000.30.15.1530.1532.1530.0000.0000.47020.			781.00
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 19
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
028	FULL TO FLOOR FLUSH RETURN ON THE RIGHT(24"D X 48"W X 29.5"H)/ PART# Z24483R; COLOR: TIGER WALNUT 1 1000.30.15.1530.1532.1530.0000.0000.47020.	1.00 EACH	596.64000	596.64
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
029	BOOKCASE W/1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 38"W X 71.9"H)/ PART # ZHBC72; COLOR: TIGER WALNUT 1 1000.30.15.1530.1532.1530.0000.0000.47020.	1.00 EACH	468.16000	468.16

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 20
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
030	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 72"W X 29.5"H)/ PART # Z3072F3L; COLOR: TIGER WALNUT	1.00 EACH	781.00000	781.00
1	1000.30.15.1530.1532.1530.0000.0000.47020.			781.00
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 21
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36619			
031	RIGHT FLUSH RETURN/ NO PEDESTAL (24"D X 48"W X 29.5"H) PART# Z2448ER; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
032	STORAGE SHELL W/2 BOX & 1 DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 22
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
033	SIDERO, SIDE CHAIR ARMLESS/ PART#6901;COLOR; THUNDER GREY/BLACK FRAME	1.00 EACH	234.52000	234.52
1	1000.30.15.1530.1532.1530.0000.0000.47020.			234.52
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 23
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
034	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
1	1000.30.15.1530.1532.1530.0000.0000.47020.			762.96
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
035	FULL TO FLOOR FLUSH RETURN ON THE LEFT (24"D X 48"W X 29.5"H)/ PART # Z24483L; COLOR: TIGER WALNUT	1.00 EACH	596.64000	596.64
1	1000.30.15.1530.1532.1530.0000.0000.47020.			596.64

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fofa Status: Approved	Page 24
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
036	STORAGE SHELF OPEN SHELVING (19.3"D X 36"W X 28.5"H)/ PART # Z36M2SHSN; COLOR: TIGER WALNUT	1.00 EACH	235.84000	235.84
1	1000.30.15.1530.1532.1530.0000.0000.47020.			235.84
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 25
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
037	BOOKCASE W/ 1 FIXED & 3 ADJUSTABLE SHELVES (12"D X 36"W X 71.9"H)/ PART #ZHBC72; COLOR: TIGER WALNUT	2.00 EACH	468.16000	936.32
1	1000.30.15.1530.1532.1530.0000.0000.47020.			936.32
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
038	STORAGE SHELF W/ADJUSTABLE SHELF(19.3"D X 36"W X 28.5"H)/ PART# Z36M2SHS; COLOR: TIGER WALNUT	1.00 EACH	348.48000	348.48
1	1000.30.15.1530.1532.1530.0000.0000.47020.			348.48

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 26
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
039	STORAGE MODULES W/1 ADJUSTABLE SHELF (24"D X 48"W X 29.5"H)/ PART Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
1	1000.30.15.1530.1532.1530.0000.0000.47020.			418.88
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 27
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
040	SIDERO SIDE CHAIR ARMLESS/ PART# 6901; COLOR: THUNDER GREY/BLACK FRAME	3.00 EACH	234.52000	703.56
1	1000.30.15.1530.1532.1530.0000.0000.47020.			703.56
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
041	SINGLE PEDESTAL RETANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3L; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
1	1000.30.15.1530.1532.1530.0000.0000.47020.			762.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 28
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
042	RIGHT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART # Z2448ER; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 29
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
043	STORAGE SHELL W/2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28. 5"H)/PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
044	SINGLE PEDESTAL RECTANGLE TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
1	1000.30.15.1530.1532.1530.0000.0000.47020.			762.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 30
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
045	LEFT FLUSH RETURN W/ NO PEDESTAL (24"D X 48"W X 29.35"H)/ PART# Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105foia Status: Approved	Page 31
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
046	STORAGE SHELL W/ 2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
047	SINGLE PEDESTAL RECTANGULAR TOP DESK (29.69"D X 66"W X 29.5"H)/ PART# Z3066F3R; COLOR: TIGER WALNUT	1.00 EACH	762.96000	762.96
1	1000.30.15.1530.1532.1530.0000.0000.47020.			762.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fola Status: Approved	Page 32
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
048	LEFT FLUSH RETURN W/NO PEDESTAL (24"D X 48"W X 29.5"H)/ PART# Z2448EL; COLOR: TIGER WALNUT	1.00 EACH	292.16000	292.16
1	1000.30.15.1530.1532.1530.0000.0000.47020.			292.16
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 33
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
049	STORAGE SHELL W/ 2 BOX & 1 FILE DRAWER (23.4"D X 15"W X 28.5"H)/ PART# Z15L2BFS; COLOR: TIGER WALNUT	1.00 EACH	372.68000	372.68
1	1000.30.15.1530.1532.1530.0000.0000.47020.			372.68
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
050	STORAGE MODULES W/1 ADJUSTABLE SHELF (24"D X 36"W X 29.5"H)/ PART# Z36L2SHN; COLOR: TIGER WALNUT	1.00 EACH	418.88000	418.88
1	1000.30.15.1530.1532.1530.0000.0000.47020.			418.88

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 34
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			
051	SIDERO SIDE CHAIR ARMELESS/ PART#6901; COLOR THUNDER GREY/BLACK FRAME	3.00 EACH	234.52000	703.56
1	1000.30.15.1530.1532.1530.0000.0000.47020.			703.56
	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fo1a Status: Approved	Page 35
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
052 LABOR TO DELIVER, ASSEMBLE & INSTALL FURNITURE DURING NORMAL BUSINESS HOURS	1.00 EACH	2275.00000	2275.00
1 1000.30.15.1530.1532.1530.0000.0000.47020.			2275.00
Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619			

Requisition Link

Requisition Total 27807.32

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

Account	Amount	Remaining Budget
1000.30.15.1530.1532.1530.0000.0000.47020.	27807.32	1045216.81
FIELD OPERATIONS DIV EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011824-00 FY 2022 Acct No: 1000.30.15.1530.1532.1530.0000.0000.47020. Review: Buyer: 9105fofa Status: Approved	Page 36
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Vendor GLOBAL INDUSTRIES INC 17 WEST STOW RD MARLTON, NJ 08053 Tel#856-596-3390 Fax 856-552-1069	Ship To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619 precinct2@mobilepd.org Delivery Reference ANITA OTIS Deliver To POLICE 2ND PRECINCT 5441 HWY 90 W, SUITE 25 MOBILE, AL 36619
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/28/22	073476				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled07/20/22 ANNE FOLEY		GL Allocation changed	
	CCancelled08/11/22 ANNE FOLEY		GL Allocation, GL Allocation,	
	Approved 08/11/22 DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved 08/11/22 DONALD ROSE		Approved by: 9105fofa	
	Approved 08/11/22 SANDRA LEWIS		Auto approved by: 910516727	
	Approved 08/11/22 JOHN PAINE		Auto approved by: 910516727	
	Approved 08/11/22 MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
 Signature

The Interlocal Purchasing System

Purchasing Made Personal



Printed 11 August 2022

www.globalfurnituregroup.com



Global Furniture Group Global Industries Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR'S TIPS
CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	17 West Stow Road	NAME Charlie Martin
CITY	Marlton	PHONE (866) 839-8477
STATE	NJ	FAX (866) 839-8472
ZIP	08053	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT |
NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

Global Industries, Inc., a part of the Global Furniture Group ("Global"), is a worldwide manufacturer and distributor of office, educational, institutional, hospitality, healthcare and specialty-markets furniture and related ergonomic accessories.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
200301	Furniture, Furnishings and Services	05/31/2023	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

200301

Joseph Freund	Contracts Manager	(856) 596-3390	jfreund@globalfurnituregroup.com
Katie Higgins	Contracts	(856) 596-3390	khiggins@globalfurnituregroup.com

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



Rachel Laurie Riddle
Chief Examiner

April 11, 2022

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

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from TIPS 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, awarded to vendors from TIPS Comprehensive HVAC Contract #22010601 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. Additionally, this approval does **not** authorize use of TIPS contract #22010602.

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by The Interlocal Purchasing System ("TIPS"), 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 a Texas Region Education Service Center pursuant to the competitive bid laws in the State of Texas.

Based on the Department's review, the competitive bid process used by TIPS is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

Should the Department receive notice that TIPS, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, TIPS'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



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Daves and Mayor Stimpson

Purpose and Scope of Project:

To field improvements including converting to a synthetic turf athletic field at Matthews Park

Amount of Contract:

\$1,627,757.05

Funding Source

Project # Matthews Park - Synthetic Turf Athletic Field PR-022-21

Discretionary Funds

Project String C0564 Matthews Park-Field A Improvements (20002000-48010)

Contract Number:3938

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-022-21 Matthews Park - Synthetic Turf Athletic Field	Cover Memo	8/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/9/2022 - 4:45 PM
Capital	Rhodes, Brenda	Approved	8/10/2022 - 10:13 AM
Legal	Kern, Chris	Approved	8/11/2022 - 1:25 PM
Mayors Office	Montgomery, Brandi	Approved	8/11/2022 - 2:33 PM

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson and Joel Daves

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: MATTHEWS PARK –
SYNTHETIC TURF ATHLETIC FIELD

Project Number: PR-022-21

Amount: \$1,627,757.05

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0564 - MATTHEWS PARK-FIELD A IMPROVEMENTS

CAPITAL PROJECT #: C0564 (20002000-48010) DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-022-21

CONTRACT AMOUNT: \$1,627,757.05

PROJECT DESCRIPTION: TO CONVERT A NATURAL TURF ATHLETIC FIELD TO A SYNTHETIC TURF ATHLETIC FIELD AT MATTHEWS PARK (3700 MICHAEL BLVD).

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% X or
If different, indicate special rate _____

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

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

Prepared by: Katie Cassil - Secretary III Date: 8/08/2022

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

in the year 2022

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
2579 Mill Street
Mobile, Alabama 36607

City of Mobile Business License Number: 093998
Secretary of State Registration Number: 000-034-837

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

Matthews Park – Synthetic Turf Athletic Field
3700 Michael Boulevard
Mobile, Alabama 36609

PR-022-21
To convert a natural turf athletic field to a synthetic turf athletic field

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

Epallier, Inc.
P. O. Box 1247
Fairhope, Alabama 36533

and

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.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than one hundred eighty (180) 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 Million Six Hundred Twenty-Seven Thousand Seven Hundred Fifty-Seven and 05/100 Dollars (\$1,627,757.05), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$1,577,757.05
Contingency Allowance: \$ 50,000.00
Total Contract Sum: \$1,627,757.05

§ 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.)

Contingency Allowance: Fifty Thousand and 00/100 Dollars (\$50,000.00)

- 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)
Unit Price #1: Provide and Install on-site placement and compaction of soil (Cut/Fill) – CY, includes excavating or filling. Cut material will be placed elsewhere on-site. Fill material will be from material onsite, and all other necessary construction components for installation.	CY	\$35.00
Unit Price #2: Unsuitable Soil Material – Cubic Yards In Place, includes excavation, haul off and disposal of unsuitable material.	CYIP	\$75.00
Unit Price #3: Structural Fill – Cubic Yards In Place, Provide and Install Imported Structural Fill, spread, compaction, and all other necessary construction components for installation.	CYIP	\$85.00
Unit Price #4: Provide and install Silt Fence Type A. Includes installation, removal, and all other necessary construction components for installation.	LF	\$4.75
Unit Price #5: Provide and install inlet protection. Includes installation, removal, and all other necessary construction components for installation.	EA	\$400.00
Unit Price #6: Provide and install wattles. Includes installation, removal, and all other necessary construction components for installation.	EA	\$125.00
Unit Price #7: Provide and install 12" HDPE drain pipe.		

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Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	\$15.00
Unit Price #8: Provide and install 6" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	\$7.50
Unit Price #9: Provide and install 12" panel drain under synthetic field per detail. Include benching into subgrade, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	\$3.30
Unit Price #10: Provide and install 0'-4' Drop Inlet. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	EA	\$6,500.00
Unit Price #11: Provide and install 12" concrete perimeter curb at synthetic field per detail. DO NOT include cost of chain link fence. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	LF	\$50.00
Unit Price #12: Provide and install 4" concrete flatwork (sidewalks, fountain pads, etc) per detail. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	\$7.50
Unit Price #13: 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	\$2.00
Unit Price #14: Provide and install Asphalt Patch as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	\$25.00
Unit Price #15: Provide and install 6' Vinyl Chain Link Fence In Perimeter Curb as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	\$75.00
Unit Price #16: Provide and install 6' Vinyl Chain Link Fence as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	\$68.00
Unit Price #17: Provide and install 7' Vinyl Chain Link Fence with privacy slats as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	\$100.00
Unit Price #18: Provide and install wall mounted drinking fountain with bottle filler as specified with sump basin specified. Include excavation, fill, compaction, grading, disposal, placement, water line connection, and all other necessary construction components for installation.	EA	\$3,500.00
Unit Price #19: Provide and install 8' surface mount		

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backless bench as specified.		
Unit Price #20: Provide and install solid sod, Bermuda.	EA	\$1,000.00
Include grading, placement,		
and all other necessary construction components for	SY	\$5.30
installation.		
Unit Price #21: Provide and install 12" panel drain in		
synthetic field per detail. Include benching into subgrade,		
fill, compaction, grading, disposal, placement, and all other	LF	\$3.30
necessary construction components for installation.		
Unit Price #22: Provide and install masonry backstop wall		
per detail. Include excavation, fill, compaction, grading,		
concrete footing, reinforcement, disposal, placement, and	LF	\$400.00
all other necessary construction components for		
installation.		
Unit Price #23: Provide and install backstop wall		
padding per detail. Include all materials and hardware,		
mounting, disposal, placement, and all other necessary		
construction components for installation	SF	\$36.20
Unit Price #24: Provide and install batting cage as		
specified. Include all materials and hardware,		
mounting, netting, excavation, fill, compaction,		
grading, concrete, reinforcement, disposal, placement,		
and all other necessary construction components for	EA	\$12,000.00
installation		
Unit Price #25: Provide and install baseball foul poles as		
specified. Include excavation, fill, compaction, grading,		
concrete, engineering, reinforcement, disposal, placement,		
and all other necessary construction components for		
installation	EA	\$6,000.00
Unit Price #26: Provide and install wind screen fabric as		
specified. Include all materials and hardware, mounting,		
and all other necessary construction components for		
installation		
Unit Price #27: Provide and install polytube fence cap	SF	\$1.75
protection as specified. Include all materials and hardware,		
mounting, and all other necessary construction components		
for installation		
Unit Price #28: Provide and install 8" fence post padding as		
specified. Include all materials and hardware, mounting,	LF	\$20.00
and all other necessary construction components for		
installation		
Unit Price #29: Provide and install compacted aggregate		
drive as specified. Include excavation, fill, compaction,	LF	\$3.50
grading, rock, disposal, placement, and all other necessary		
construction components for installation		
Unit Price #30: Provide and install lighting directional sign	SF	\$1.75
as specified. Include all materials and hardware, mounting,		
signs, disposal, placement, and all other necessary		
construction components for installation		
Unit Price #31: Provide and install scoreboard as specified.		
Include all materials and hardware, posts, footings,	EA	N/A
mounting, disposal, excavation, placement, and all other		
necessary construction components for installation		
Unit Price #32: Provide and install dugout lean railing with		

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pad as specified. Include all materials and hardware, mounting, weld plates, disposal, placement, and all other necessary construction components for installation	EA	\$25,000.00
Unit Price #33: Provide and install polytube fence cap protection as specified. Include all materials and hardware, mounting, and all other necessary construction components for installation	LF	\$85.00
	LF	\$15.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

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- .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.

§ 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

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- 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 PR-022-21, Matthews Park – Synthetic Turf Athletic Field, 3700 Michael Boulevard, Mobile, Alabama 36609. 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

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§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

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)

Jonathan Aeiker, President
Aeiker Construction Corporation
2579 Mill Street
Mobile, Alabama 36607
(251) 259-2951
Email: jonathan@aeiker.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:

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- .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
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.

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- 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 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 \$1,000,000 combined single limit
 Property damage
- .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

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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 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

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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.

§ 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.

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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
1.0	Cover Sheet	5/18/2022
1.1	Existing Conditions / Demolition	5/18/2022
1.2	Survey	5/18/2022
C01	Grading & Drainage Plan	5/18/2022
C02	Erosion & Sediment Control Plan	5/18/2022
C03	Civil Details	5/18/2022
C04	Civil Details	5/18/2022
E01	Electrical Notes & Legend	5/18/2022
E02	Electrical Demolition Plan	5/18/2022
E03	Electrical Site Plan	5/18/2022
E04	Electrical Details	5/18/2022
L-1.1	Field Site Plan	5/18/2022
L-1.2	Infield Enlargement	5/18/2022
L-2.1	Field Subdrainage Plan	5/18/2022
L-3.1	Painting Plan	5/18/2022
L-4.1	Landscape Plan	5/18/2022
L-5.1	Field Details	5/18/2022
L-5.2	Field Details	5/18/2022
L-5.3	Field Details	5/18/2022
L-5.4	Field Details	5/18/2022
S01	Structural Details	5/18/2022

.4 Specifications

Section	Title	Date
Division 01	General Requirements	5/18/2022
Section 01010	Summary of Work	5/18/2022
Section 01210	Allowances	5/18/2022
Section 01220	Unit Prices	5/18/2022
Section 01230	Alternative Bid Items	5/18/2022
Section 01310	Project Management & Coordination	5/18/2022
Section 01320	Construction Progress Documentation	5/18/2022
Section 01330	Submittal Procedures	5/18/2022
Section 01635	Substitution Procedures	5/18/2022
Section 01700	Execution Requirements	5/18/2022
Section 01770	Close out Procedures	5/18/2022
Section 017839	Project Record Documents	5/18/2022
Section 017823	Operation and Maintenance Data	5/18/2022
Division 02	Site Construction	
Section 02230	Site Clearing	5/18/2022
Section 02300	Earthwork	5/18/2022
Section 02630	Storm Drainage	5/18/2022

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Division 03 Section 033000	Cast in Place Concrete	5/18/2022
Division 09 Section 03300	Finishes Painting	5/18/2022
Division 11 Section 116833	Athletic Field Equipment	5/18/2022
Section 116843	Exterior Scoreboards	5/18/2022
Division 32 Section 321313	Exterior Improvement Cement Concrete Pavement	5/18/2022
Section 321373	Concrete Paving Joint Sealants	5/18/2022
Section 323113	Chain Link Fence & Gates	5/18/2022
Section 323113.33	Backstop Netting Systems	5/18/2022
Section 323300	Site Furnishings	5/18/2022
Section 329200	Lawns and Grasses	5/18/2022
Division 33 Section 334600	Turf Base Construction Synthetic Turf Base Construction	5/18/2022

.5 Addenda, if any:

Number	Date
#1	5/26/2022
#2	6/2/2022
#3	6/3/2022

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

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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
Section 003232	Geotechnical Data

§ 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.

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§ 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.

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 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 5th day of August, 20 22.

NOTARY PUBLIC

My Commission Expires: 8-26-25

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18

EXHIBIT A

**Matthews Park - Synthetic Turf Athletic Field
3700 Michael Boulevard
Mobile, Alabama 36609
PR-022-21**

Scope of Work

The project consists of the demolition of an existing baseball field and construction of a new synthetic turf baseball/football combo field. The work also includes two bull pen areas, chain link fencing and gates, privacy fencing, masonry backstop wall and net system, batting cage, concrete sidewalks, drinking fountains, bleachers, delay clocks, scoreboard, and all associated grading, drainage, erosion control, site work, sodding, & equipment, etc. for a complete project as described in the bid documents.

Contractor shall also provide As-Built documentation for permitting close out. All construction sites for City of Mobile projects shall be undertaken 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.

Matthews Park- Synthetic Turf
Athletic Field

Project No: PR-022-21

PERFORMANCE BOND

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

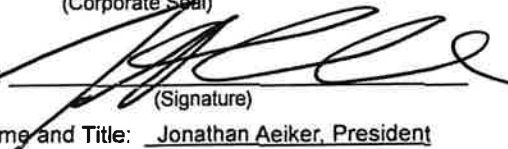
KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Aeiker Construction Corporation, 2759 Mill Street, Mobile, Alabama 36607 hereinafter called the Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of one million six hundred twenty-seven thousand seven hundred fifty-seven and 05/100 Dollars (\$1,627,757.05) 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 _____, 2021 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 Matthews Park – Synthetic Turf Athletic Field, 3700 Michael Boulevard, Mobile, Alabama, 36609, PR-022-21 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 ____ day of _____, 2022.

CONTRACTOR AS PRINCIPALCompany: Aeiker Construction Corporation
(Corporate Seal)By: 

(Signature)

Name and Title: Jonathan Aeiker, President**SURETY**Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)By: Gaylord C. Lyon, Jr.

(Signature)

Name and Title: Gaylord C. Lyon, Jr., Attorney-in-factResident Agent: Gaylord C. Lyon, Jr.
(Signature)Name and Title: Gaylord C. Lyon, Jr., AL Resident AgentCompany Name: Lyon Fry Cadden Insurance,Address: A Higginbotham PartnerP. O. Box 160927, Mobile, AL 36616Phone and Fax: 251-473-4600 / 251-450-0032Owner's Representative: Cassie BoatwrightREAM 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 _____ day _____, 2022.



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

Matthews Park- Synthetic Turf
Athletic Field
Project No: PR-022-21

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, 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 million six hundred twenty-seven thousand seven hundred fifty-seven and 05/100 (\$1,627,757.05) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Matthews Park – Synthetic Turf Athletic Field, 3700 Michael Boulevard, Mobile, Alabama, 36609, PR-022-21, 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 Gaylord C. Lyon, Jr. **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

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

CONTRACTOR AS PRINCIPAL

Company: Aeiker Construction Corporation
(Corporate Seal)

By: [Signature]
(Signature)
Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: Gaylord C. Lyon, Jr.
(Signature)
Name and Title: Gaylord C. Lyon, Jr., Attorney-in-fact

Resident Agent: Gaylord C. Lyon, Jr.
(Signature)

Name and Title: Gaylord C. Lyon, Jr., AL Resident Agent
Company Name: Lyon Fry Cadden Insurance
Address: A Higginbotham Partner
P. O. Box 160927, Mobile, AL 36616
Phone and Fax: 251-473-4600 / 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**

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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

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Brian M. Hodges

By: Brian M. Hodges
Vice President

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Arcker Construction Corp.
Address	2759 Mill St Mobile AL 36607
Telephone	251-259-2951
E-Mail	Jonathan@Arcker.com

RFP/RFQ Solicitation Number	PR-072-21
Project Description	Matthew's Park - Turf Field
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☐ SDVO ☐
Total # of Employees	23

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Arcker Date: 6/8/22
 Signature: [Signature]
 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 Arcker Title: President
 Email: Jonathan@Arcker.com Phone: 251 259 2951

Page 2 of 5

Subcontractor/Supplier Plan

4/5/2021



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

Section II. Subcontractors/Major Vendors Supplier Plan submitted by: FORM 1: Background and Plan (Cont'd)

Please Print Company Decker Construction Your Bid/Proposal Amount \$ 1,772,000 Date: 5/31/22
 / / Description Matthews Park ParkF-Field
 Name of Bidder/Proposer: Decker Construction Corporation

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
ASG		BASE STONE & DRAINAGE	676,000	38%	NO	
BAYOU Concrete		Concrete Material	45,000	3%	NO	
Hagan Fence		Fence Material	58,000	4%	NO	
Wald Supply		Misc. Materials	35,000	3%	NO	
Ram T&B		Misc. Materials	25,000	2%	NO	
Harris Electric		Electrical	178,000	10%	NO	
Leblanc Construction		Concrete Pore - Fence Inlet	128,000	8%	YES	
Dorsh Figures		Hauling Material	32,000.00	2%	YES	



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder:

Deiker Construction Corp

Contact Person:

Senthur Deiker

Phone *251-259-2951*

Email

Senthur@Deiker.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



Aeiker Construction Corporation	
Entity ID Number	000 - 034 - 837
Entity Type	Domestic Corporation
Principal Address	3109 MARCIA DRIVE MOBILE, AL 36605
Principal Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Registered Office Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Director Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
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
Scanned Documents	

Aeiker Construction Corporation			
Document Date / Type / Pages	12/30/2011	Certificate of Formation	4 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	

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2022

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

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

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Brittany B. Partin	FAX (A/C, No): 251-450-0032
	PHONE (A/C, No, Ext): 251 473-4600	E-MAIL ADDRESS: bpartin@lyonfrycadden.com
INSURED Aeiker Construction Corporation 2759 Mill St Mobile, AL 36607	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Middlesex Insurance Company	NAIC # 23434
	INSURER B: AL Home Builders SIF	
	INSURER C: Safety National Casualty Corporation	15105
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	A0095796002	01/01/2022	01/01/2023	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 ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	A0095796001	01/01/2022	01/01/2023	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	X	X	A0095796003	01/01/2022	01/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	30875	01/01/2022	01/01/2023	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4065837	01/01/2022	01/01/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project PR-022-21 Matthews Park- Synthetic Turf Athletic Field

City of Mobile is included as an additional insured 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. Waiver of subrogation applies (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
 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

Gaylord C. Lyon, Jr.

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DESCRIPTIONS (Continued from Page 1)

favor of City of Mobile with respect to general liability, auto liability and umbrella liability. A 30 day notice of cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the law suit 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)

08/04/2022

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.com		
CODE: 02046936	SUB CODE:		
AGENCY CUSTOMER ID #:			
INSURED Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607	LOAN NUMBER	POLICY NUMBER BR74043120	
	EFFECTIVE DATE 08/29/2022	EXPIRATION DATE 08/29/2023	☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

3700 Michael Blvd.
Mobile, AL 36609

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	\$1,627,758	\$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		

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** **BR74043120**
☐ **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:

Aeiker Construction Corp.
2759 Mill Street
Mobile, AL 36607

2. Producer Information:

- A Name: LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927
B Telephone # +1 251 473 4600
C Fax # +1 251 450 0032
D Zurich Producer # 02046936
E Field Office Name
F Field Office Code

3. **Policy Period – From:** 08/29/2022 **To:** 08/29/2023
12:01 a.m. at your mailing address above.

4. **Form of Business:** ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other
5. **Limits of Insurance** (either One-Shot or Reporting Form as indicated below)

☒ SUPPLEMENTAL DECLARATIONS

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

- ☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

- A) Any one building or structure \$
B) All covered property at all locations \$
C) Rate Per Report
D) Premium Per Report
E) Total Taxes and Surcharges Per 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
3700 Michael Blvd.
Mobile, AL 36609

New Construction

- A) Any one building or structure \$ 0
B) All covered property at all locations \$ 1,627,758
(same as A unless otherwise noted)

Remodeling

- D) Renovations and improvements \$
E) Existing buildings or structures \$
F) Rate \$ 0.495
G) Premium \$ 8,213.00
H) Total Taxes and Surcharges \$ 0.00
(per attached endorsement)

- I) **Total Fully Earned Policy Premium** \$ 8,213.00
(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: _____ Date _____ By: _____ Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR74043120	POLICY CHANGES EFFECTIVE From 08/29/2022 To 08/29/2023	COMPANY American Zurich Insurance Company
NAMED INSURED Aeiker Construction Corp. 2759 Mill Street Mobile, AL 36607		AUTHORIZED REPRESENTATIVE LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES Additional Insured: City of Mobile PO Box 1827 Mobile, AL 36633 Additional Insured: Espalier, LLC PO Box 1247 Fairhope, AL 36533 Additional Insured: City of Mobile Architectural Engineering Department 205 Government Street Mobile, AL 36633		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: **BR74043120**

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	\$ 1,000,000
Increased Cost Of Construction	\$ 1,000,000
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 1,000,000
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 600,000
l. Property In Transit	\$ 600,000
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
☐ Expediting Expense (HBIS-93)	\$
☐ Extra Expense (HBIS-92)	\$
☐ Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)	\$
☐ Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ Builders Risk Green Building (HBIS-96)	\$
Limit Of Liability	
"LEED® Building Rating"	

Policy Number BR74043120

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Aeiker Construction Corp.

Effective Date: 08/29/2022

12:01 A.M., Standard Time

Agent Name: LYON FRY CADDEN

Agent No.: 02046936

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)



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

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
8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 - 9:01
AM

RESOLUTION

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

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 4119, 4161, 4173 and 4175 Halls Mill Road
(east side of Halls Mill Road, 210' ± south of Moore Creek drainage canal)

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

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

Lisa C. Lambert
City Clerk

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

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

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

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

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

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

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 22nd day of July, 2022 in the Mobile Press Register.

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

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

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

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

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

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

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, RUN SOUTH $00^{\circ}-13'-00''$ EAST, 660.33 FEET TO A ROWE REBAR AND CAP FOUND ON THE SOUTH RIGHT-OF-WAY OF MONTLIMAR CREEK AND BEING THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE SOUTH $59^{\circ}-39'-33''$ EAST AND ALONG SAID RIGHT-OF-WAY, 287.69 FEET TO A RECOVERED CRIMP TOP, SAID POINT BEING IN THE PC OF A 616.80 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY AND EASTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH $49^{\circ}-07'-55''$ EAST, 231.17 FEET), A DISTANCE OF 232.54 FEET TO A RECOVERED IRON CRIMP TOP; THENCE SOUTH $00^{\circ}-09'-20''$ WEST, 149.06 FEET TO A SET ROD AND CAP (ROWE), SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10 (300 FOOT RIGHT-OF-WAY) AND BEING ON THE ARC OF A 11612.07 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH $55^{\circ}-44'-22''$ WEST, 514.72 FEET), A DISTANCE OF 514.76 FEET TO A RECOVERED IRON CRIMP TOP; THENCE CONTINUING ALONG AN 11612.07 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH $53^{\circ}-17'-55''$ WEST, 325.26 FEET), A DISTANCE OF 325.27 FEET TO A ROD AND CAP (ROWE); THENCE SOUTH $89^{\circ}-17'-06''$ WEST, LEAVING SAID NORTH RIGHT-OF-WAY OF INTERSTATE HIGHWAY 10, 478.70 FEET TO A RECOVERED IRON CRIMP TOP; THENCE SOUTH $04^{\circ}-23'-59''$ EAST, 281.38 FEET TO A ROD AND CAP (ROWE), SAID POINT BEING IN THE PC OF A 11672.07 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWARDLY AND WESTWARDLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH $49^{\circ}-27'-21''$ WEST, 130.34 FEET), A DISTANCE OF 130.34 FEET TO A

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

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

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

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

Adopted:

Lisa Lambert, City Clerk

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

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

Dear Council Members:

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

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

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
REVISED

March 25, 2022

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

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

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

ZON-001962-2022 RAMSHEAD LLC
March 25, 2022

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:



Margaret Pappas
Deputy Director of Planning and Zoning

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

51896

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



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 24, 2022

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

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

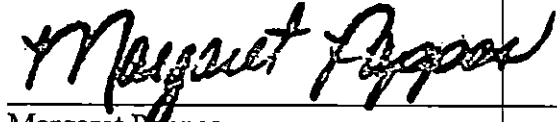
If you have any questions regarding this action, please call this office at 251-208-5895.

ZON-001962-2022 RAMS LEAD LLC
March 24, 2022

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By:

A handwritten signature in black ink, appearing to read "Margaret Pappas", written over a horizontal line.

Margaret Pappas
Deputy Director of Planning and Zoning



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 4, 2022

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

Re: 4119, 4161, 4173 and 4175 Halls Mill Road

(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

Council District 4

ZON-001962-2022

Ramshead LLC (Mason Head, Agent)

Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

FEBRUARY 16, 2022

PUBLIC HEARING NOTICE



Re: **4119, 4161, 4173 and 4175 Halls Mill Road**

(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

Council District 4

ZON-001962-2022 (Rezoning)

Ramshead LLC (Mason Head, Agent)

Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

Dear Applicant(s)/ Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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

MOBILE CITY PLANNING COMMISSION

February 16, 2022

PUBLIC HEARING NOTICE



RE: 4119, 4161, 4173 and 4175 Halls Mill Road

(East side of Halls Mill Road, 210'± South of Moore Creek drainage canal).

Council District 4

ZON-001962-2022 (Rezoning)

Ramshead LLC (Mason Head, Agent)

Rezoning from R-1, Single-Family Residential District, B-3, Community Business District, and I-1, Light Industry District, to I-2, Heavy Industry District.

Dear Property Owner(s):

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

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

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

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

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

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



Planning Commission Application

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

APPLICATION TYPE AND FEES

☒ **Zoning Change**

\$100.00 (if recommended for approval,
additional advertising fee required)

☐ **Planning Approval**

\$150.00 (non-profit \$50)

☐ **Planned Unit Development**

\$150.00

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

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

Ramshead, LLC C/o Mason Head

airriteinc@gmail.com

Name

Email

12351 Highway 188, Grand Bay, AL 36541

251-583-3136

Full Address (Street, City, State, Zip)

Phone

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

Ramshead, LLC C/o Mason Head

Name

Name (other owners, optional)

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

Halls Mill Road, Mobile, AL 36693

See attached

Property Address

Parcel Number

2,415,970 sq ft +/- or 55.47 ac +/-

Property Area (acres or square feet)

I-1, R-1 & B-3

I-2

Present Zoning

Proposed Zoning (if applicable)

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

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

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

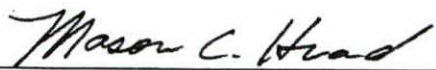
7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

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

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

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

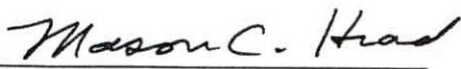
11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.


Applicant Signature

2/7/2022

Date

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


Applicant Signature

2/7/2022

Date

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

R023301122000069.001

R023301123000018.

R023301123000020.

R023301124000014.

APPLICATION CHECKLIST

(ZON, PUD, PLA)

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

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

REQUEST FOR ZONING CHANGE NARRATIVE

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

LEGAL DESCRIPTION

STATE OF ALABAMA)

COUNTY OF MOBILE)

PARCEL "A"

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

PARCEL "B"

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

PARCEL "C"

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

PARCEL "D"

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

PARCEL "E"

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

PARCEL "F"

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

PARCEL "G"

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

PARCEL "H"

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



MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME

REAL PROPERTY

PERSONAL PROPERTY

COUNTY MAP

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2021 ▾

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

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KIM HASTIE

Revenue Commissioner

MOBILE COUNTY

3925 Michael Blvd Suite G

MOBILE, AL 36609

: (251) 574 8530

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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



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WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2021 v

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

QUICK LINKS

- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

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KIM HASTIE

Revenue Commissioner
 MOBILE COUNTY
 3925 Michael Blvd Suite 6
 MOBILE, AL 36609
 : (251) 574 8530

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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



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COUNTY MAP

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2021 ▼

SUMMARY

LAND

BUILDINGS

SALES

PHOTOGRAPHS

MAPS

SALES INFORMATION

SALES HISTORY:

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

PROPERTY OWNERSHIP HISTORY:

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

OWNERSHIP CHANGES:

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

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- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

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KIM HASTIE

Revenue Commissioner

MOBILE COUNTY

3925 Michael Blvd Suite 6

MOBILE, AL 36609

: (251) 574 8530





MOBILE COUNTY, ALABAMA. CITIZEN ACCESS PORTAL

WELCOME REAL PROPERTY PERSONAL PROPERTY COUNTY MAP

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

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

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year: 2021 ▾

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SALES INFORMATION

SALES HISTORY:

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

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- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

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KIM HASTIE

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

PROPERTY OWNERSHIP HISTORY:

Tax Year	Entity Name.	Mailing Address
2023	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
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2021	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2020	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
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2018	RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2017	RAMSHEAD LLC C/O RAMSHEAD LLC	12351 HIGHWAY 188, GRAND BAY AL - 36541-5805
2016	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2015	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2014	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2013	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2012	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2011	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2010	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2009	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2008	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2007	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2006	RAMSHEAD LLC	12351 HWY 188, GRAND BAY AL - 36541
2005	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2004	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2003	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802
2002	M & F INVESTMENTS LLC	7500 S MEMORIAL PKWY, STE 220-123, HUNTSVILLE AL - 35802



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Website Disclaimer

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

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

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

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

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

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

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

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

Loretta Bradley
19370 Fleming St
Detroit, MI 48234

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

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

Ferguson Enterprises, Inc
751 Lakefront Commons
Newport, VA 23606

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

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

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

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

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

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

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

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

William Bassett, Jr
1528 Azalea Rd
Mobile, AL 36693

Jean Crawford
480 Stanton Rd
Mobile, AL 36617

Mary Cathryn Wertz
2254 Moss Creek Ct
Mobile, AL 36695

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

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

Arthur & Donah Cross
3030 Lees Ln
Mobile, AL 36693

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

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

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

Ramshead, LLC (Mason Head, Agent)

SUBDIVISION NAME

Ramshead Subdivision

LOCATION4119, 4161, 4173, and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek
drainage canal).**CITY COUNCIL
DISTRICT**

Council District 4

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

I-2, Heavy Industry District

AREA OF PROPERTY3 Lots / 51.0± Acres (Subdivision)
5 Lots / 55.4± Acres (Rezoning)**CONTEMPLATED USE**Subdivision Approval to create three legal lots of record
from seven metes-and-bounds parcels; and Rezoning from
R-1, Single-Family Residential District, B-3, Community
Business District, and I-1, Light Industry District to I-2,
Heavy Industry District.

**It should be noted, however, that any use permitted in
the proposed district would be allowed at this location if
the zoning is changed. Furthermore, the Planning
Commission may consider zoning classifications other
than that sought by the applicant for this property.**

**ENGINEERING
COMMENTS**

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

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

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

Rezoning:

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

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

TRAFFIC ENGINEERING**COMMENTS**

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

URBAN FORESTRY**COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT**COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE**FOR DEVELOPMENT**

None provided.

REMARKS

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

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

Low Density Residential (LDR)

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

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

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

Light Industry (LI)

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

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

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

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

Parks and Open Space (POS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

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

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

The rezoning should be subject to the following conditions:

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

Revised for the March 17th meeting:

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

RECOMMENDATION

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

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

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

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

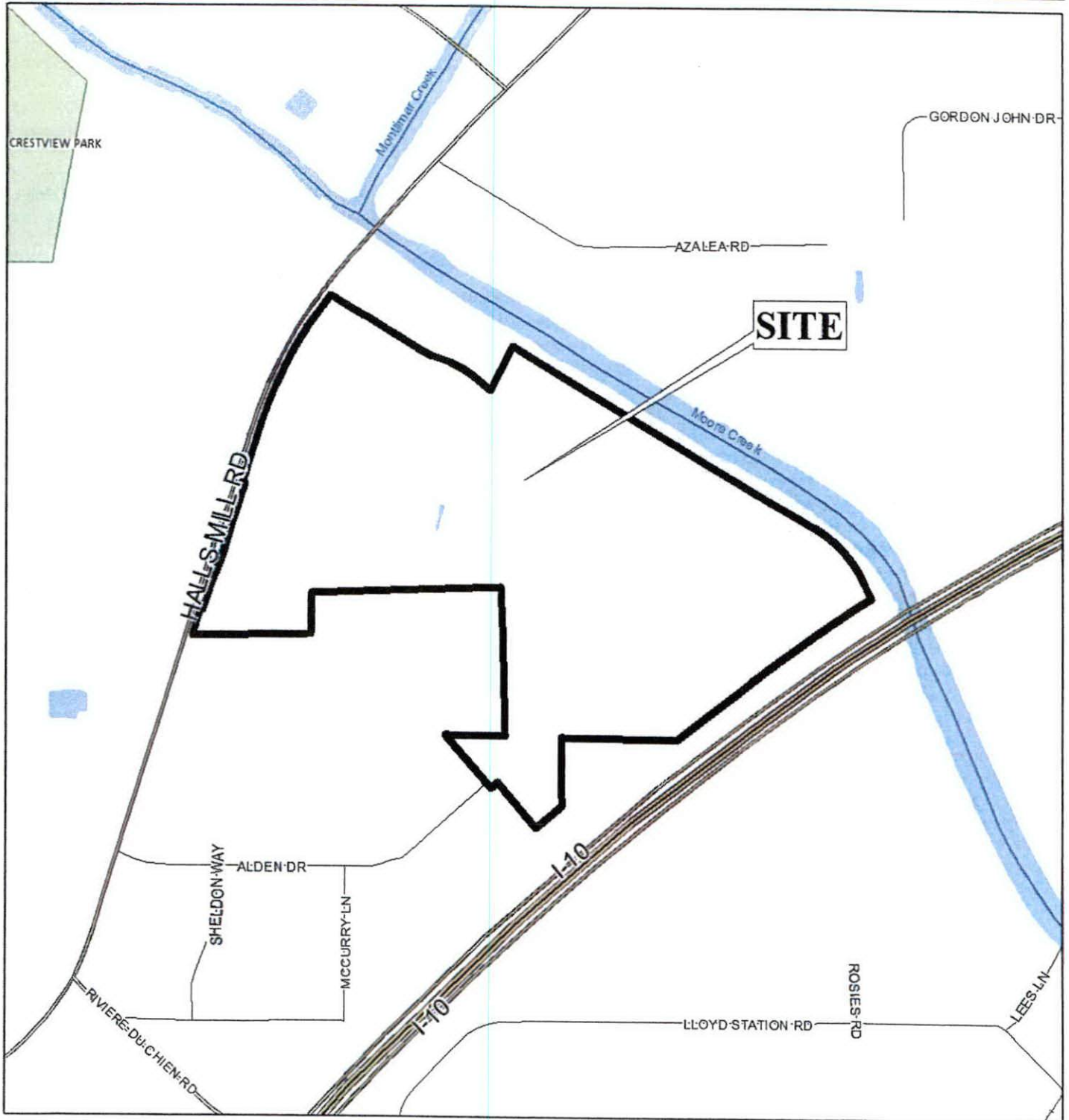
Rezoning: Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to **I-1, Light Industry** for the following reason:

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

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

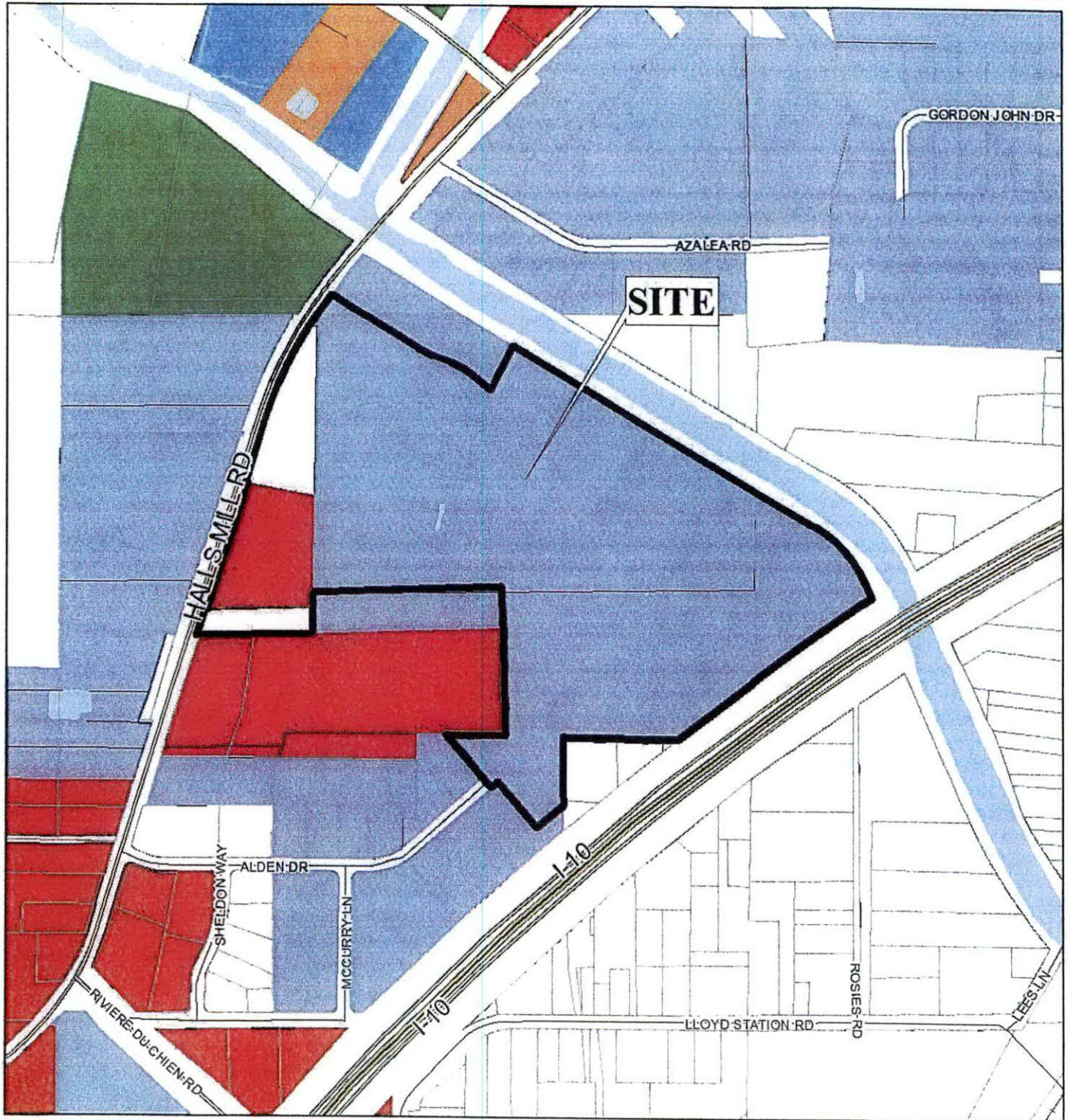
REQUEST Subdivision, Rezoning from I-1, R-1 and B-3 to I-2

N



NTS

LOCATOR ZONING MAP



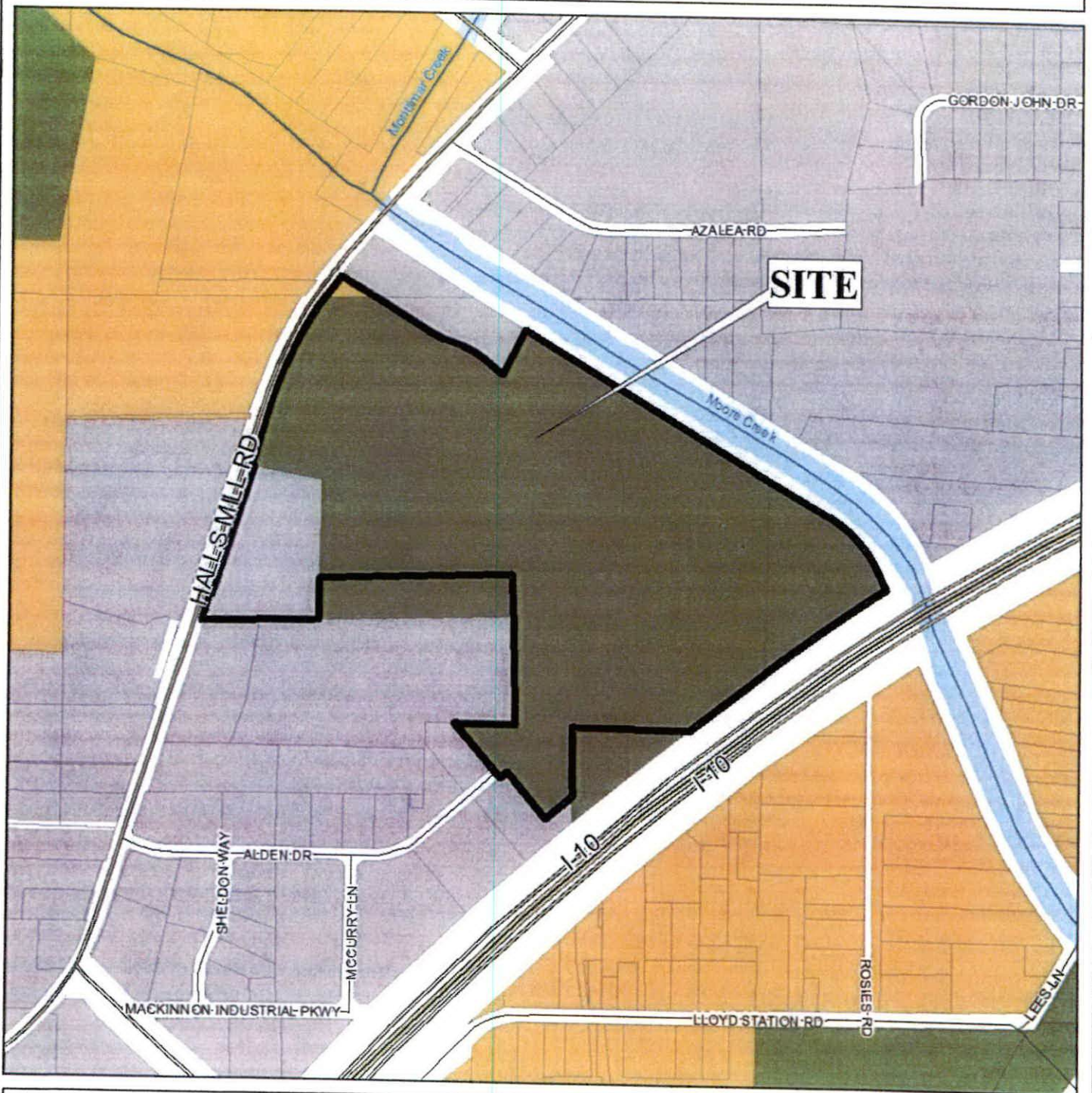
APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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



FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE March 17, 2022

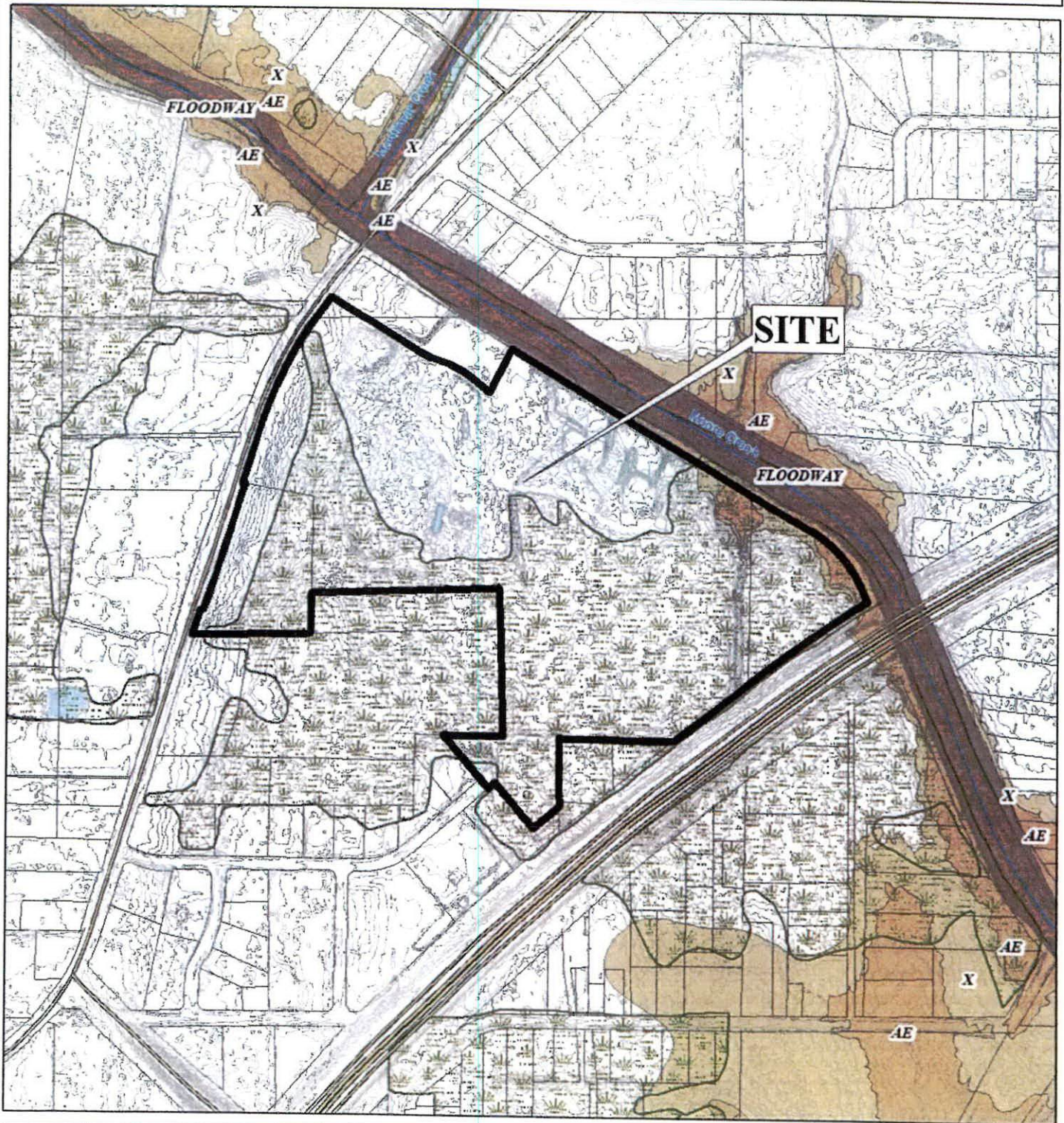
APPLICANT Ramshead Subdivision

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

- | | | | |
|--|---|---|---|
| Low Density Residential | 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



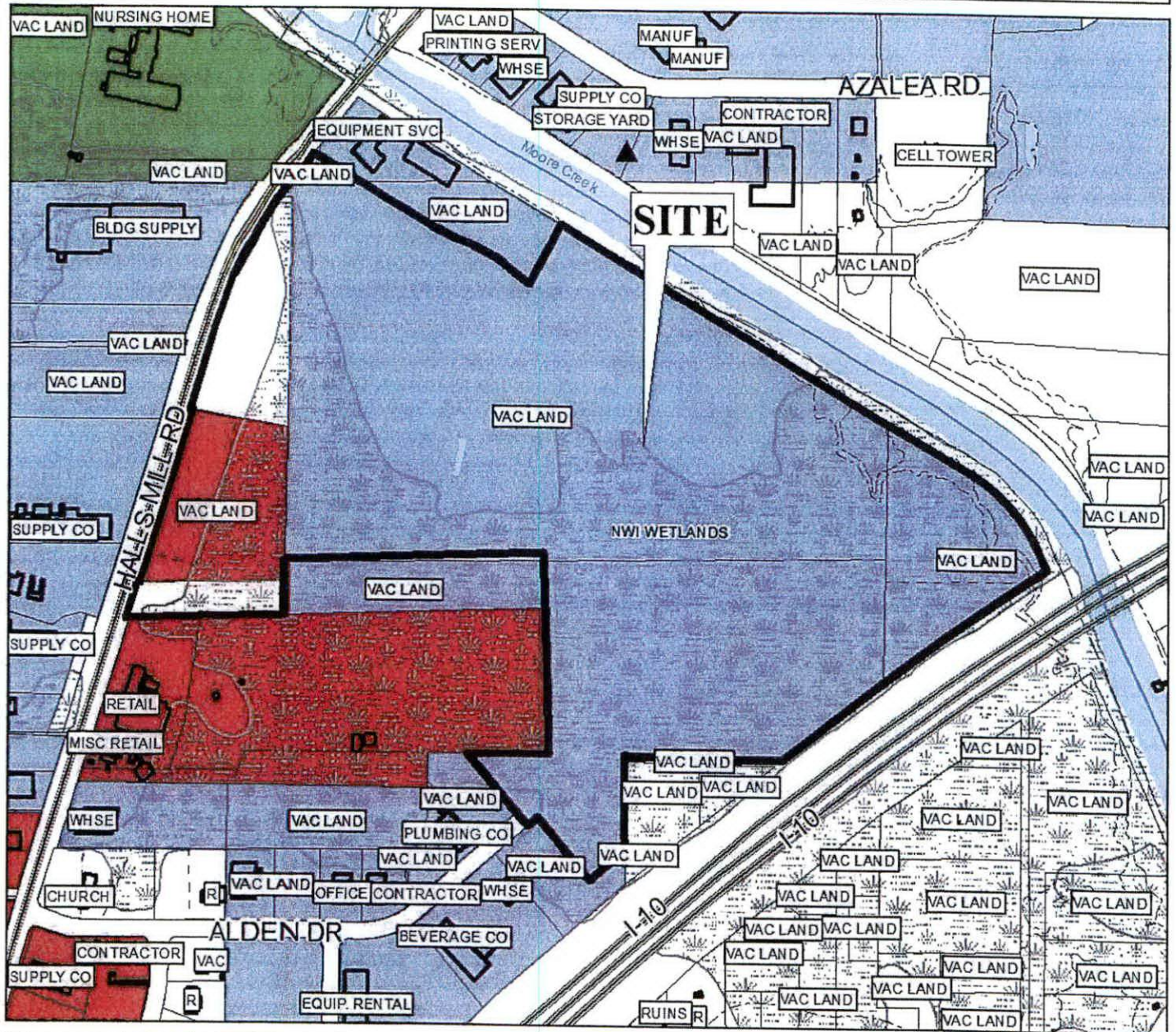
APPLICATION NUMBER 3 DATE March 17, 2022

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PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial sites and wetlands.

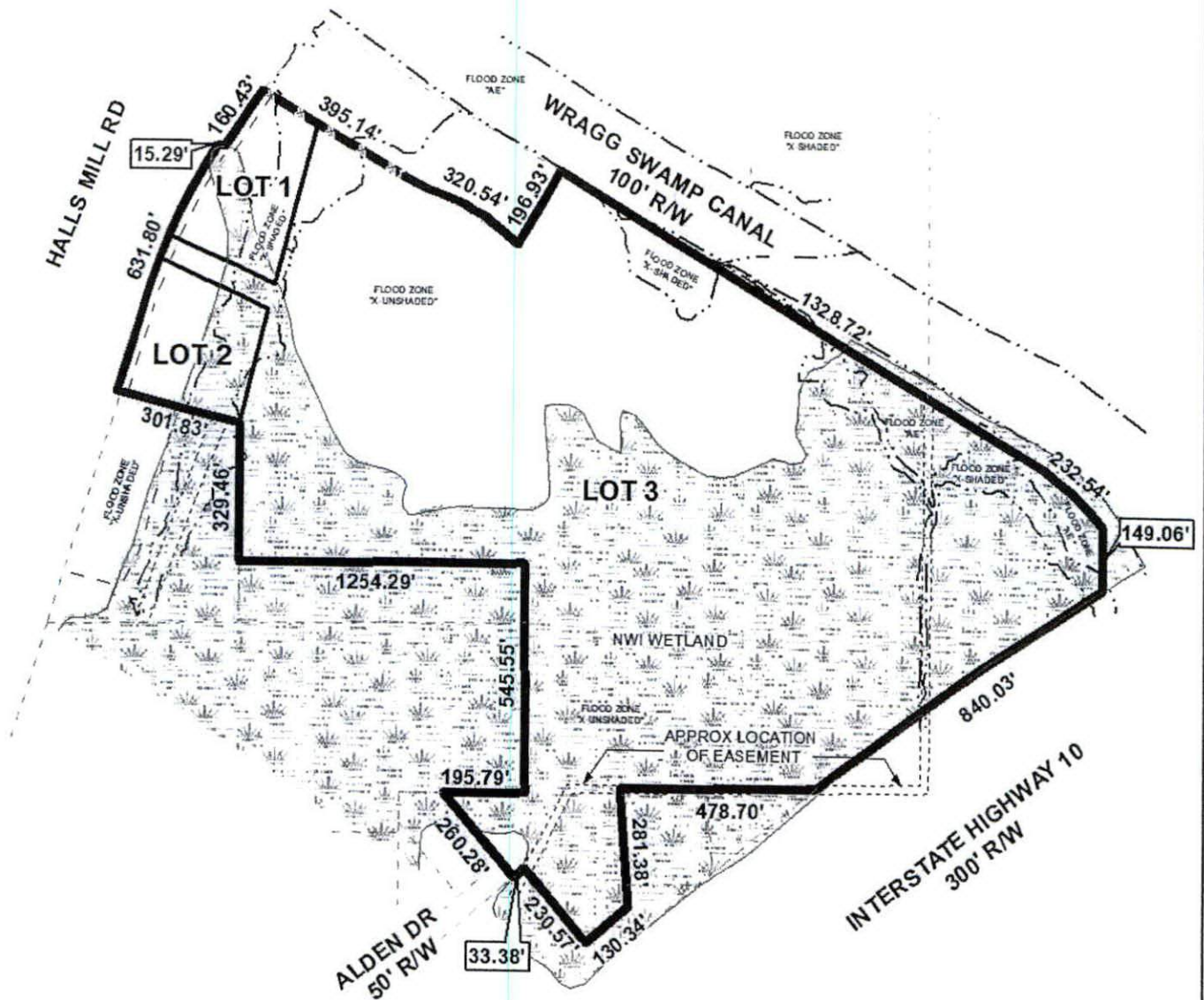
APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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



SITE PLAN



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

APPLICATION NUMBER 3 DATE March 17, 2022

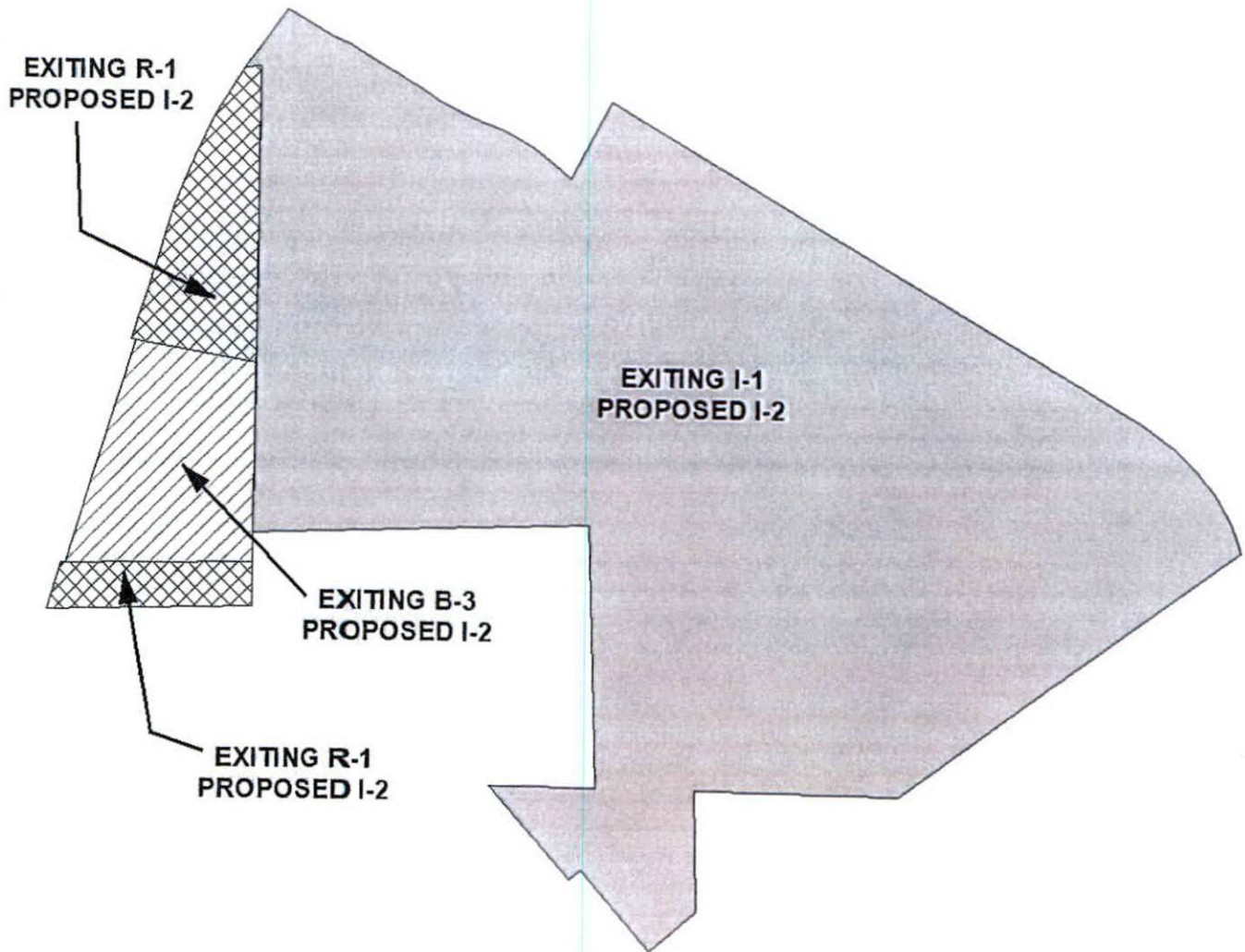
APPLICANT Ramshead Subdivision

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



NTS

DETAIL SITE PLAN



APPLICATION NUMBER 3 DATE March 17, 2022

APPLICANT Ramshead Subdivision

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



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

Ramshead, LLC (Mason Head, Agent)

SUBDIVISION NAME

Ramshead Subdivision

LOCATION4119, 4161, 4173, and 4175 Halls Mill Road
(East side of Halls Mill Road, 210'± South of Moore Creek
drainage canal).**CITY COUNCIL
DISTRICT**

Council District 4

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

I-2, Heavy Industry District

AREA OF PROPERTY3 Lots / 51.0± Acres (Subdivision)
5 Lots / 55.4± Acres (Rezoning)**CONTEMPLATED USE**Subdivision Approval to create three legal lots of record
from seven metes-and-bounds parcels; and Rezoning from
R-1, Single-Family Residential District, B-3, Community
Business District, and I-1, Light Industry District to I-2,
Heavy Industry District.**It should be noted, however, that any use permitted in
the proposed district would be allowed at this location if
the zoning is changed. Furthermore, the Planning
Commission may consider zoning classifications other
than that sought by the applicant for this property.****ENGINEERING
COMMENTS****Subdivision: FINAL PLAT COMMENTS** (should be
addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

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

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

Rezoning:

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

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

TRAFFIC ENGINEERING**COMMENTS**

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

URBAN FORESTRY**COMMENTS**

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT**COMMENTS**

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE**FOR DEVELOPMENT**

None provided.

REMARKS

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

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

Low Density Residential (LDR)

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

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

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

Light Industry (LI)

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

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

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

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

Parks and Open Space (POS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECOMMENDATION

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

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

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

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

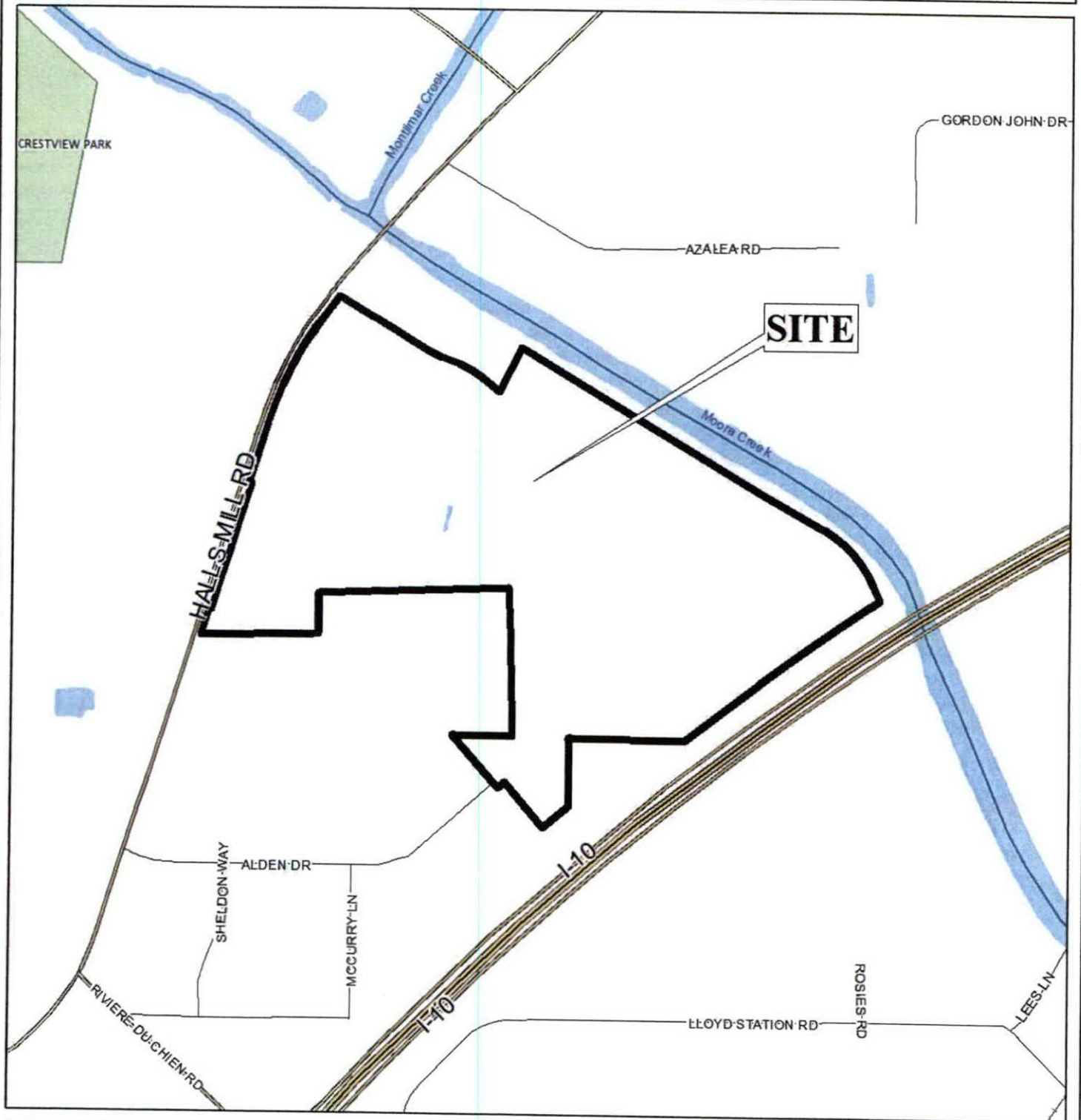
Rezoning: Based on the preceding, it is recommended that the Planning Commission consider recommending to the City Council that the site be rezoned to **I-1, Light Industry** for the following reason:

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

The rezoning should be subject to the following condition:

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

LOCATOR MAP



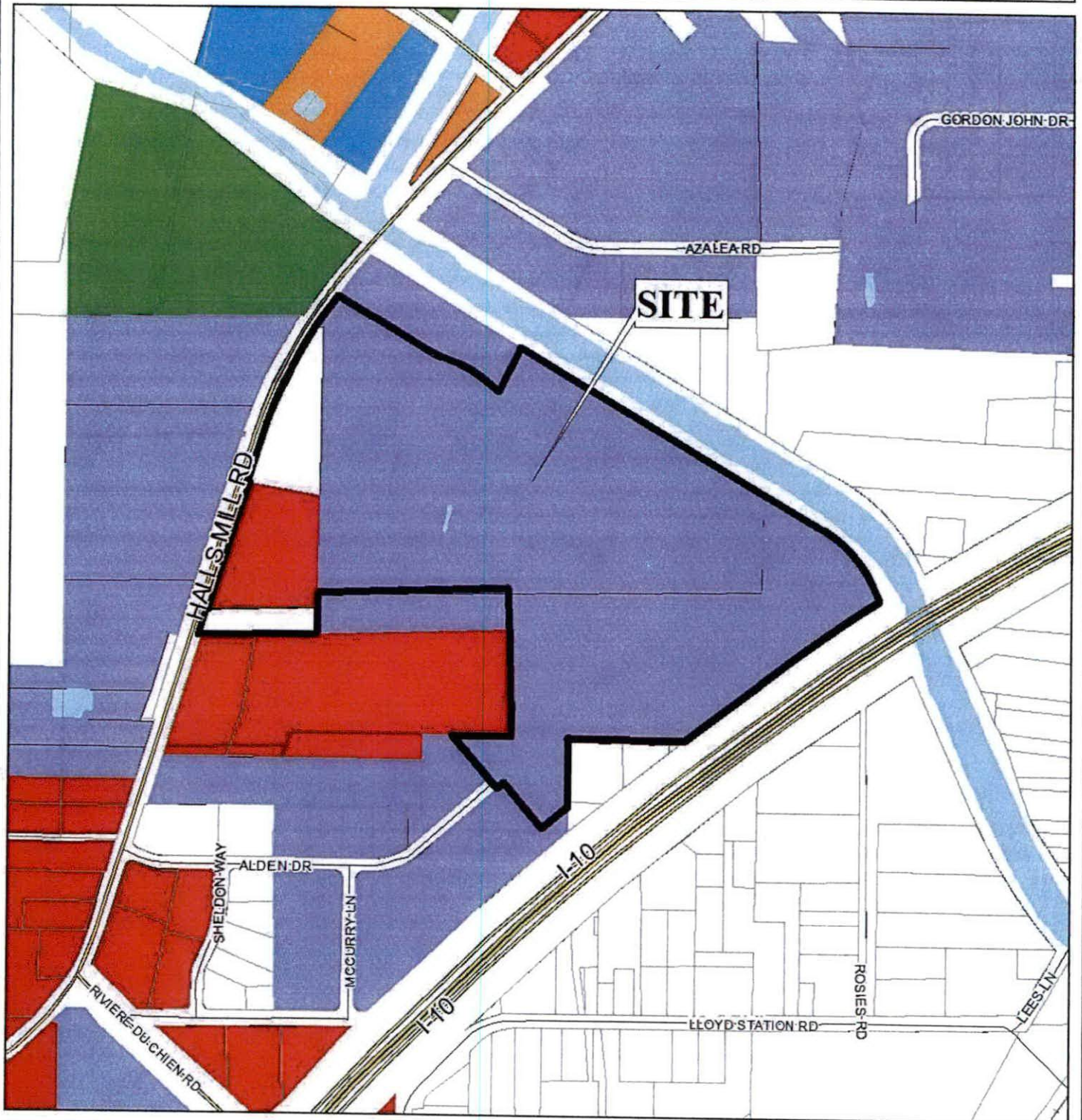
APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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



LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE March 3, 2022

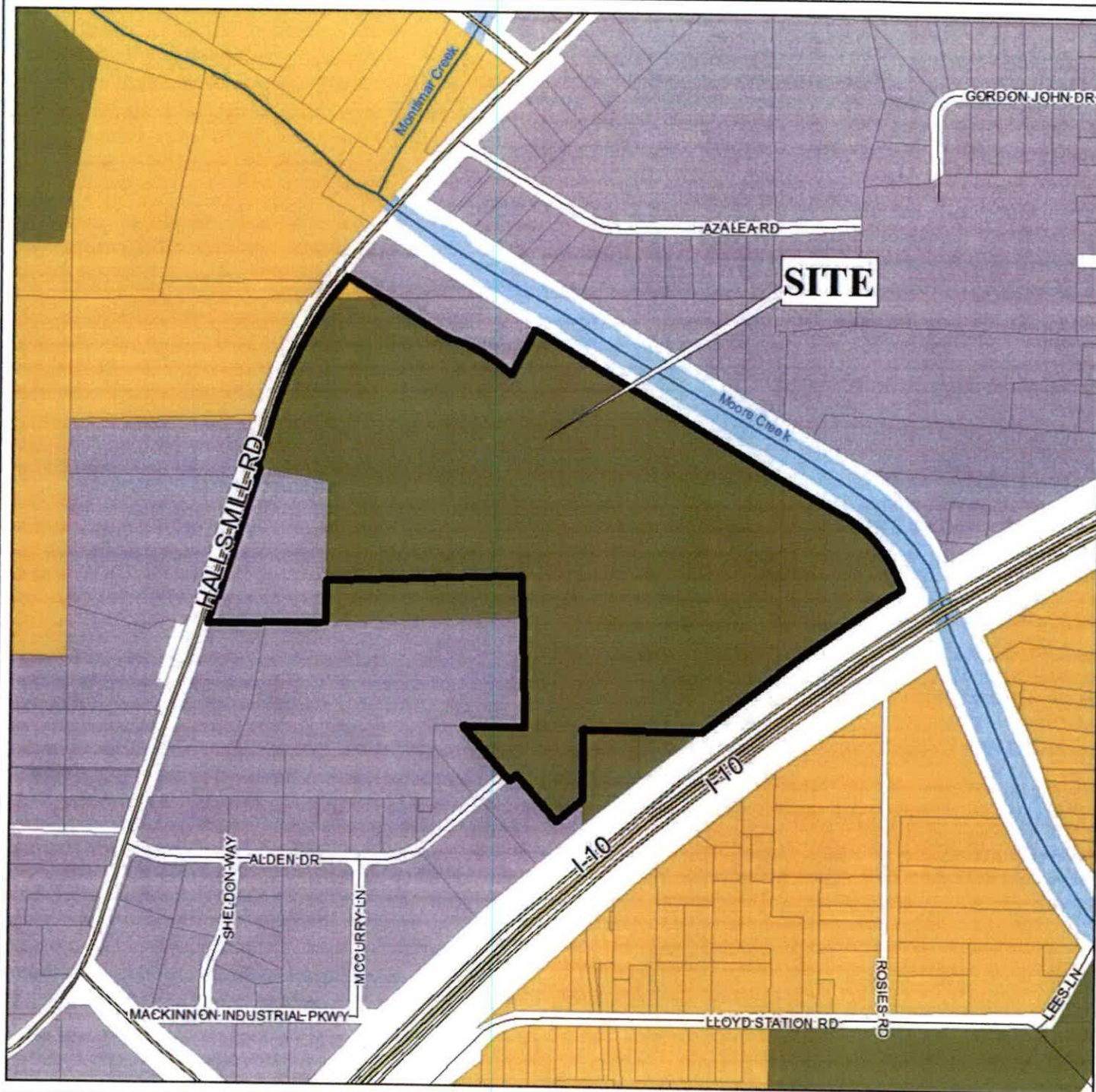
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NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

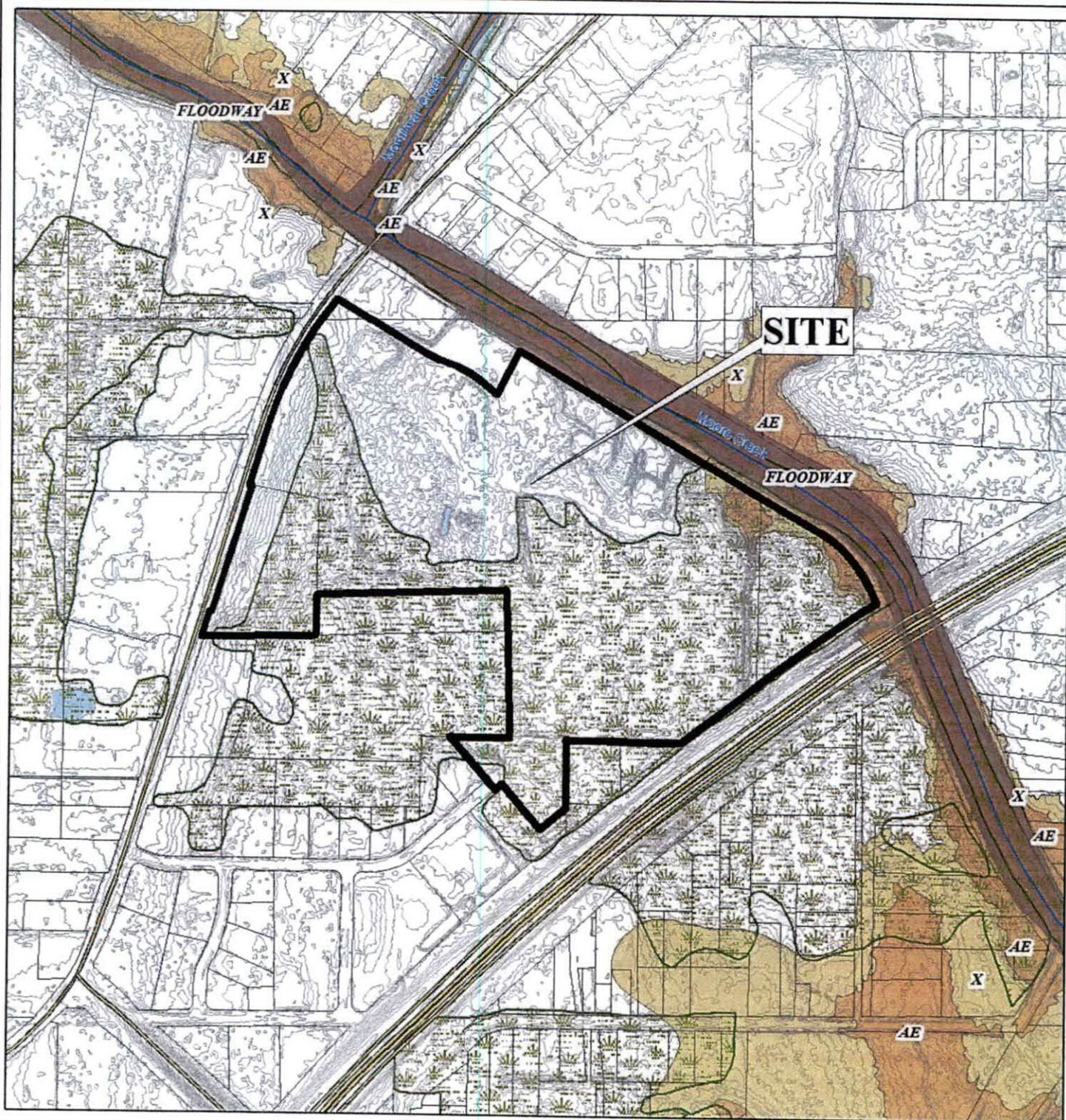
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- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential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



ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE March 3, 2022

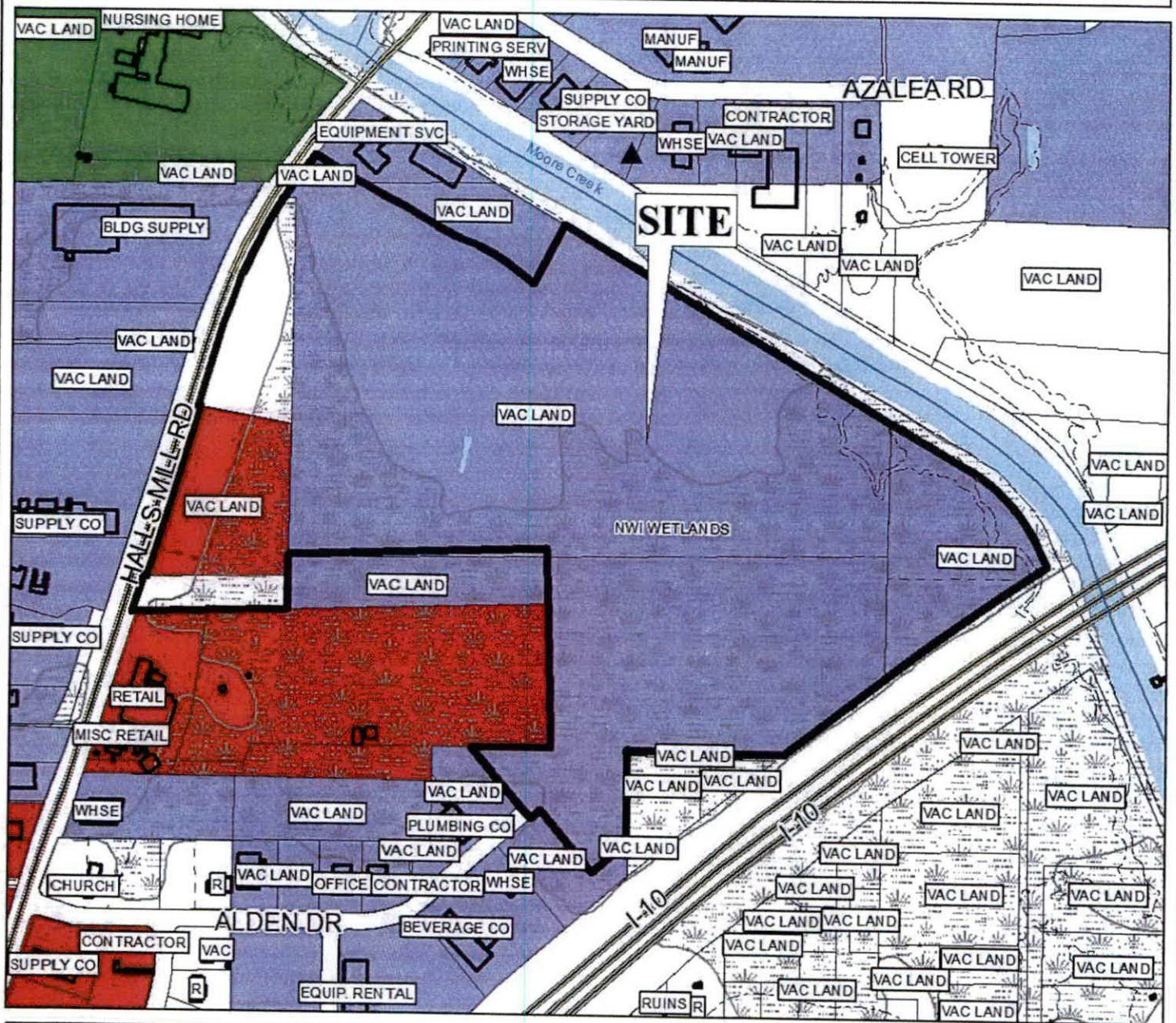
APPLICANT Ramshead Subdivision

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial sites and wetlands.

APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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

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



PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial sites and wetlands.

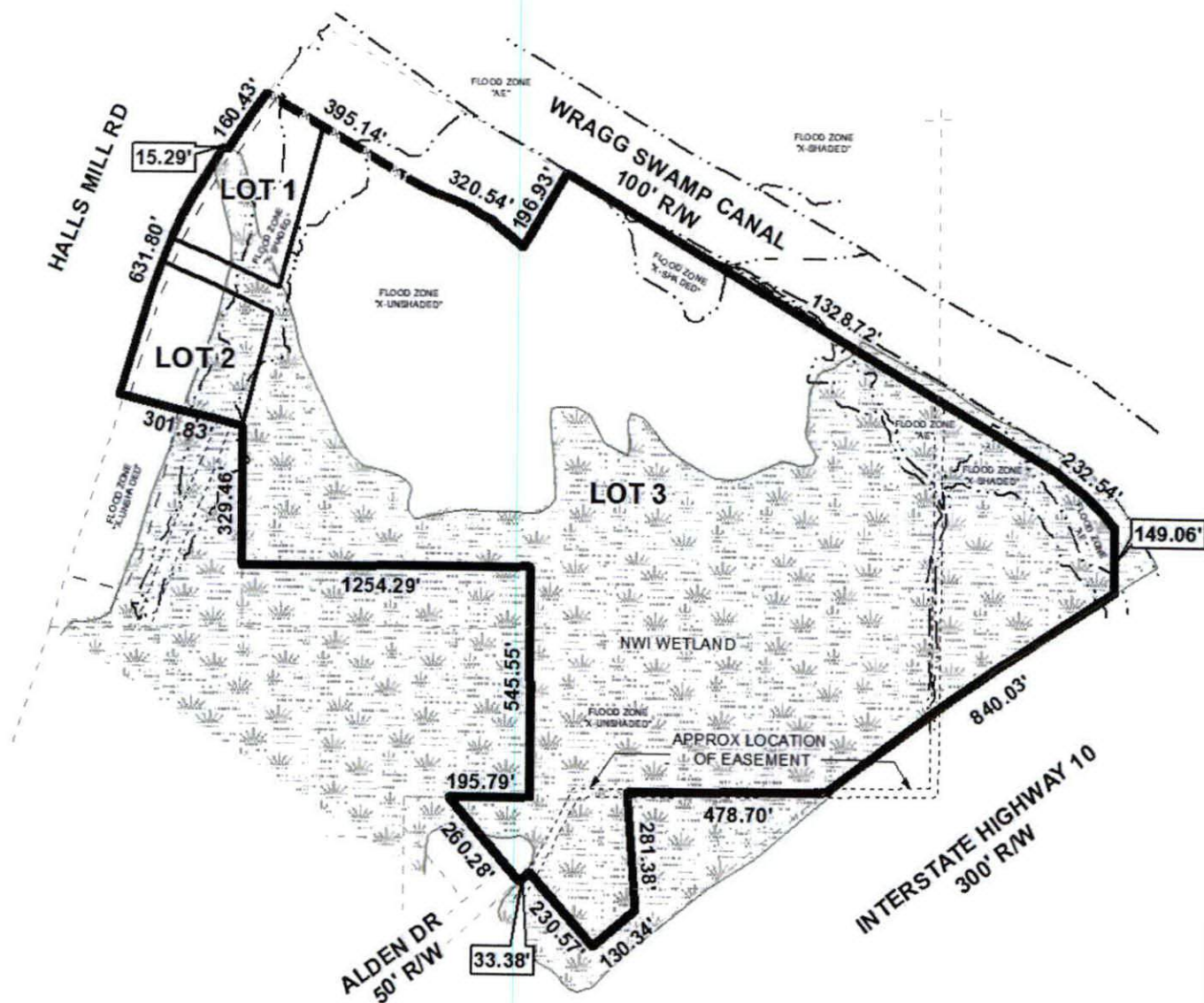
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APPLICANT Ramshead Subdivision

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



SITE PLAN



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

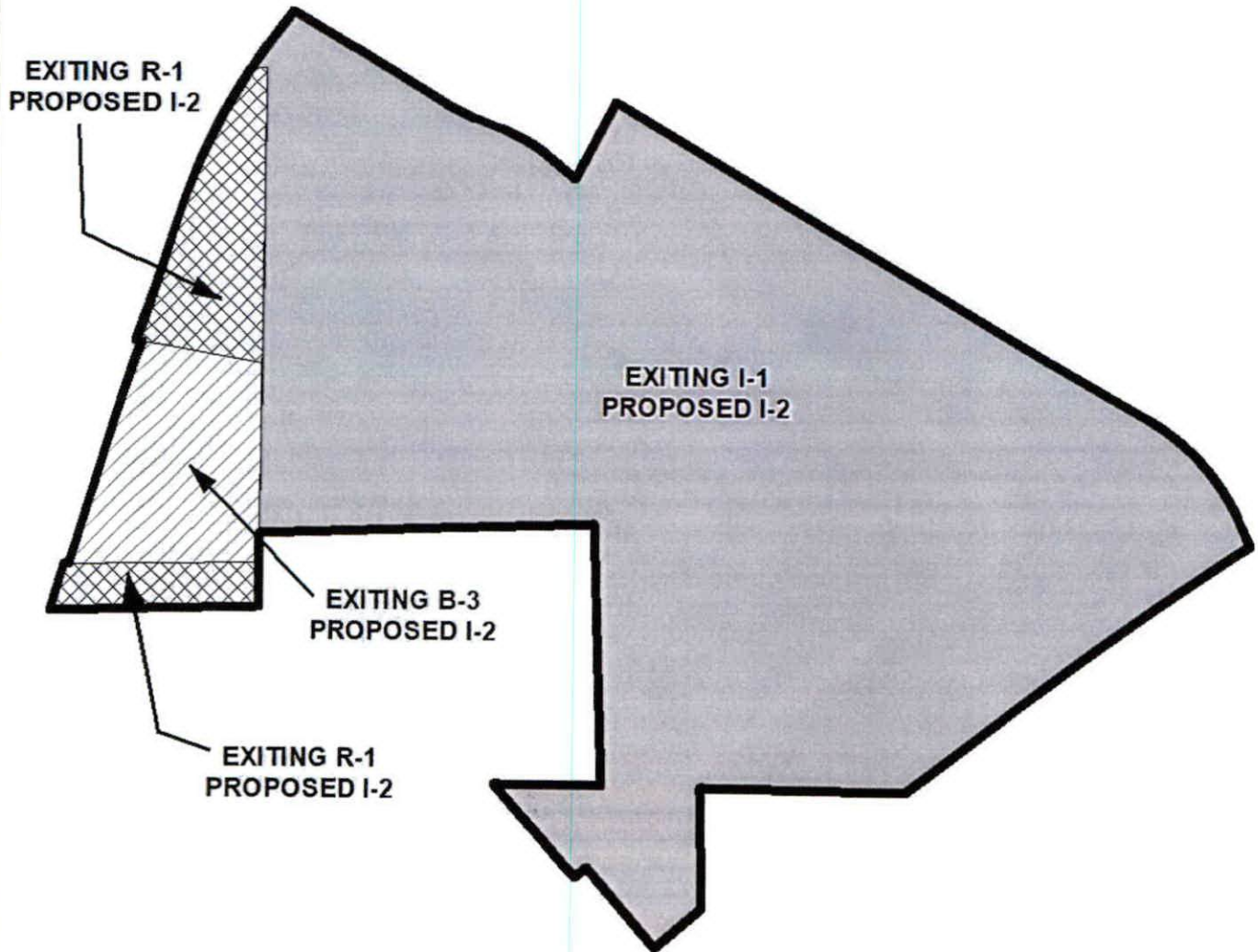
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APPLICANT Ramshead Subdivision

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DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE March 3, 2022

APPLICANT Ramshead Subdivision

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





AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description
resolution

Type
Cover Memo

Upload Date
8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

8/18/2022 -
12:51 PM

RESOLUTION

Sponsored by: City Council

WHEREAS the Mobile City Council adopted Ordinance 57-032 on June 7, 2022, amending Sec. 57-17 of the Mobile City Code, 1991; and,

WHEREAS Ordinance 57-032 was not recorded in its entirety in the adopted minutes of the June 7, 2022, Council meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, authorizes the minutes of June 7, 2022, to be amended to include Ordinance 57-032 in its entirety.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	5 Cases
Council District 2	William Carroll	5 Cases
Council District 3	C J Small	4 Cases
Council District 4	Ben Reynolds	3 Cases
Council District 5	Joel Daves	0 Cases
Council District 6	Scott Jones	3 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1628

Effective Date of Contract:

8/23/2022

Funding Source

Project # Weed Lien Group 1628

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1628	Cover Memo	8/17/2022
resolution	Cover Memo	8/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			8/18/2022 -

Enforcement Gauthier, Lana

Approved

11:00 AM



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator 

DATE: August 15, 2022

SUBJECT: Weed Lien Group 1628 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1628.** Please place these on the City Council's Agenda for **Tuesday, August 23, 2022.**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

WEED LIEN						
1628						Res. No.
6/7/2022	LOTS TO BE DECLARED					58-489
7/12/2022	LOTS FOR PUBLIC HEARING					58-588
8/23/2022	LOTS TO BE ASSESSED FOR COST					58-
				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2010 Old Shell Rd	13923	18816	\$ -	1	N/A
2	5590 Old Pascagoula Rd	26743	18817	\$ 50.00	4	CBO
3	806 Chin St	18090	18847	\$ 50.00	2	CBO
4	0 Pinemont Dr	16732	18848	\$ -	6	N/A
	Par. No. (28 08 28 1 002 106.XXX)					
5	1106 Ross St	26792	18849	\$ 811.00	3	
6	802 Baltimore St	27163	19195	\$ 50.00	3	CBO
7	2308 Cecelia St	13505	18851	\$ 800.38	1	
8	1151 Cottrell St	7194	18852	\$ 50.00	3	CBO
9	508 Avondale Ct	13125	19192	\$ 50.00	2	CBO
10	2515 Farnell Dr	27423	19226	\$ 388.00	3	
11	1342 Lola St	26898	18855	\$ 50.00	2	CBO
12	1914 Nerline Lane	26856	18856	\$ 50.00	1	CBO
13	506 Maple St	26768	18857	\$ 485.00	2	
14	2410 Cone St	26849	18858	\$ 1,225.00	1	
15	920 Cherry St	17511	18859	\$ -	2	N/A
16	2124 Hamilton Rd	10039	18860	\$ 195.41	1	
17	1606 Greenbrier Dr E	27005	18861	\$ 50.00	4	CBO
18	950 Wildwood Ave	10298	18862	\$ 455.00	6	
19	815 Schaub Ave	9622	18863	\$ -	6	CBD
20	2070 Victory Dr W	26880	18864	\$ 50.00	3	CBO
				\$ 4,809.79		
District total for this group		Numbers of lots cut				
1	5	1	3			
2	5	2	1			
3	5	3	2			
4	2	4	0			
5	0	5	0			
6	3	6	1			
7	0	7	0			
	20		7			
*ADD Added in from other Groups		*CBC Cut By Contractor				
*CBO Cut By Owner		*UDL Undeveloped Lot				
*N/A Taken out by Inspector						

Harry Jackson
Marchetta Junte



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **SELLERS MIKE & SAHRON DENMARK**

Address: **P. O. BOX 546**

City, State, Zip: **DAUPHIN ISLAND, AL 36528**

Group Number: **1628** Item # **2**

Lot Description:

BEG NW COR OF SEC 27 T5S R2W TH S ALG W/L OF SD SEC 27, 40 FT TO S RWL OF THREE NOTCH KRONER RD (80 FT R/W) RUN TH E ALG SD RWL 759.8 FT TO IRON PIPE AT POB FROM POB CONT TH ELY ALG SD RWL 150 FT TO IRON PIPE AT INT OF SD RWL WITH NWLY RWL OF OLD PAS RD (80 FT R/W) RUN TH SLWY ALG SD RWL OF OLD PAS RD 150 FT TO IRON PIPE TH LEAVE SD RWL & RUN N 17 DEG 05 MIN W 88.17 FT TO IRON PIPE POB #SEC 27 T4S R3W #MP33 08 27 2 000 (33 08 27 2 000 028.XXX) 5590 OLD PASCAGOULA RD

Nuisance Date: **6/7/2022** Posting Date: **7/5/2022** Hearing Date: **7/12/2022**

Date lot was cut: **//2022** Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,502	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean

SECRETARY

Marchetta J. J. J.

INSPECTOR

[Signature]

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **WATSON TED & IDA M**
Address: **806 CHIN ST**
City, State, Zip: **MOBILE, AL 36610**
Group Number: **1628** Item # **3**

Lot Description: **LOTS 13, 14 BLK 5 WEST HIGHLANDS SUBDIV DBK 156 N S P 478 #SEC 44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 218.XXX) 806 CHIN ST**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,334	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Deau

SECRETARY

Marchetta J. Jantz

INSPECTOR

James J. Jantz

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **HAGEN CHARLOTTE**

Address: **4612 CANAL CIR**

City, State, Zip: **MOBILE, AL 36619**

Group Number: **1628** Item # **4**

Lot Description: **LOT 10 BLOCK 59 PINEHURST DELANEYS ADDN TO SPRINGHILL DBK138 PG 118 - 122
#SEC 28 T4S R2W #MP28 08 28 1 002 (28 08 28 1 002 106.XXX) 965 PINEMONT DR**

Nuisance Date: **6/7/2022** Posting Date: **7/5/2022** Hearing Date: **7/12/2022**

Date lot was cut: **//2022** Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,500	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Deaw

SECRETARY

Marchetta Darte

INSPECTOR

Angela

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **TRINITY FINANCIAL SERVICES LLC**
C/O NILES ROSS HOLINGS LLC
Address: **4521 PGA BLVD STE 2295**
City, State, Zip: **PALM BEACH GARDENS, FL 33418-3997**
Group Number: **1628** Item # **5**

Lot Description: **LOT 1 BLK 16 BASCOMBE TRT D BK 128/1 #SEC 37 T4S R1W #MP29 10 37 0 006 (29 10 37 0 006 086.XXX) 1106 ROSS ST**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,167	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	90	\$ 7.00	\$ 630.00
Total Project Cost:				\$ 811.00

Shelia Dean

SECRETARY

Marchetta Darte

INSPECTOR

Isaac Sampson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **HOLLOWAY SEARS**
Address: **4380 SW 18TH ST**
City, State, Zip: **WEST PARK, FL 33023**
Group Number: **1628** Item # **6**

Lot Description: **LOT 10 BLK A TERRY SUB CHOC TAW PT TRT MBK 80 P 327 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 148.XXX) 802 BALTIMORE ST**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,079	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

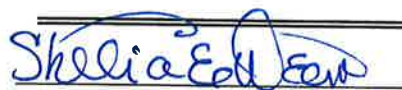
August 15, 2022

Lot Owner: **FRANCE VEVA D**
C/O ERA F THOMPSON
Address: **3026 RAINTREE VILLAGE DR**
City, State, Zip: **KATY, TX 77449-5684**
Group Number: **1628** Item # **7**

Lot Description: **COMMENCING AT THE NORTHWEST CORNER OF WELLINGTON AND CECILIA STREETS THEN WESTERLY ALONG THE NORTH LINE OF SAID CECILIA STREET 210 FT(S) TO THE POINT OF BEGINNING. CONTINUE WESTERLY 75 FT THEN NORTHERLY 150 FT THEN WESTERLY 70 FT THEN NORTHERLY 143 FT THEN EASTERLY 73 FT THEN SOUTHERLY 293 FT TO THE POINT OF BEGINNING (29 02 44 0 024 172.XXX) 2308 CECILIA ST**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		32,030	\$ 0.0125	\$ 400.38
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	50	\$ 7.00	\$ 350.00
Total Project Cost:				\$ 800.38


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **A&K INVESTMENT PROPERTIES LLC**

Address: **9716 SUMPTER CT**

City, State, Zip: **SEMMES, AL 36575**

Group Number: **1628** Item # **8**

Lot Description: **LOT 9 BLK 3 BASCOMBE TRT DBK 128 P 1 #SEC 34 T4S R1W #MP29 11 34 2 000 (29 11 34 2 000 010.XXX) 1151 COTTRELL ST**

Nuisance Date: **6/7/2022** Posting Date: **7/5/2022** Hearing Date: **7/12/2022**

Date lot was cut: **//2022** Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,609	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **KJGM RENTALS LLC**
Address: **P. O. BOX 6911**
City, State, Zip: **GULFPORT, MS 39506**

Group Number: **1628** Item # **9**

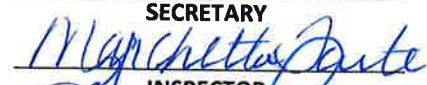
Lot Description: **LOT 9 AVONDALE CT MBK 4 P 634 #SEC 44 T4S R1W #MP29 02 44 0 022 (29 02 44 0 022 247.XXX) 508 AVONDALE CT**

Nuisance Date: **6/7/2022** Posting Date: **7/5/2022** Hearing Date: **7/12/2022**
Date lot was cut: **//2022** Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,180	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **BOURASSA DIANE W**
Address: **2515 FARNELL DR**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1628** Item # **10**

Lot Description: **LOT 237 GULF MANOR 2ND ADD MBK 9 P 121 #SEC 36 T5S R1W #MP32 03 36 0 002 (32 03 36 0 002 067.XXX) 2515 FARNELL DR**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,607	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		1	\$ 3.00	\$ 3.00
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 388.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **WRIGHT WILLIE MAE**
C/O JANICE WRIGHT FEURTADO

Address: **2354 NORTHERN OAK DR**

City, State, Zip: **BRASELTON, GA 30517**

Group Number: **1628** Item # **11**

Lot Description: **LOTS 1 & 2 BEING ON N/S LOL A ST LOUIS TOUTART SUB DBK 9 0 P 291 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 156.XXX) 1342 LOLA ST**

Nuisance Date: **6/7/2022** Posting Date: **7/5/2022** Hearing Date: **7/12/2022**

Date lot was cut: **//2022** Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate	10,151	0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **HOWARD GERALDINE**
Address: **416 SCHWARZ ST**
City, State, Zip: **MOBILE, AL 36617-3153**
Group Number: **1628** Item # **12**

Lot Description: **E 1/2 OF FOLL DESC PPTY LOT OF LAND ON E/S OF 2ND ST BEG AT PT 320 FT N OF NE COR OF JACKSON ST & 2ND ST IN JACKSONVILLE OR TOULMINVILLE RUN TH NLY ALG 2ND ST 50 FT M/L TO PT TH ELY & PAR WITH JACKSON ST 125 FT TO PT TH SLY & PAR WITH 2ND ST TO N/S OF AN UNNAMED ST OR ALLEY TH WLY ALG N/S OF THIS PT 125 FT TO POB #SEC 42 T4S R1W #MP29 07 42 0 004 (29 07 42 0 004 187.XXX) 1914 NERLINE LN**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,069	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean

SECRETARY

Napchetta J. Tate

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **PERKINS MATTEW & CARMITA**
Address: **1607 LINCOLN ST**
City, State, Zip: **MOBILE, AL 36617**
Group Number: **1628** Item # **13**

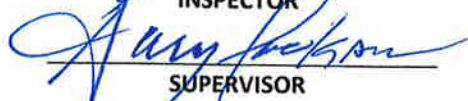
Lot Description: **S 40 FT OF LOT 17 BLK 12 FISHER TRT DBK 22 N S P 332 #SEC 13 T4S R1W #MP29 06 13 0 002 (29 06 13 0 002 327.XXX) 1607 LINCOLN ST**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	2,000	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		10	\$ 3.00	\$ 30.00
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 485.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **HALL HENRY & NATHANIEL PINE**

C/O NEATHA MACK

Address: **1 FREEDOM CIR**

City, State, Zip: **HAMPTON, VA 23666-2859**

Group Number: **1628** Item # **14**

Lot Description: **LOT 6 BLK 6 FAIR OAKS SUBD MBK 4 PG 95 #SEC 44 T4S R1W #MP29 02 44 0 025 (29 02 44 0 025 239.XXX) 2410 CONE ST**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022

____ Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,002	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	150	\$ 7.00	\$ 1,050.00
Total Project Cost:				\$ 1,225.00

Shelia E. Dean

SECRETARY

Inspector

INSPECTOR

Supervisor

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **ROBINSON HAYWARD C &**

C/O JESSICA DEAL

Address: **7328 CITY VIEW DR**

City, State, Zip: **CHARLOTTE, NC 28212-6474**

Group Number: **1628** Item # **16**

Lot Description: **LOT 4 BLK E 1ST SECTOR WOLF RIDGE MANOR MBK 8 P 42 #SEC 01 T4S R2W #MP28 01 01 2 001 (28 01 01 2 001 091.XXX) 2124 HAMILTON RD**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022

Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,153	\$ 0.0125	\$ 139.41
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 195.41



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **BARRETT ANDRE**
Address: **1298 LENOX PARK BLVD NE**
City, State, Zip: **ATLANTA, GA 30319-5300**
Group Number: **1628** Item # **17**

Lot Description: **LOT 24 6TH UNIT MORNINGSIDE MANOR MBK 10 P 117 #SEC 6 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 133.XXX) 1606 GREENBRIER DR E**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,962	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Michael J. Jante
INSPECTOR

Harry Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **YE YUEMEI & CHI PING WONG**
Address: **4826 RUSSETT LN**
City, State, Zip: **SUGAR LAND, TX 77479**
Group Number: **1628** Item # **18**

Lot Description: **LOT 1 BLK 57 PINEHURST DELANEY'S ADDN TO SPRINGHILL DBK 138 PGS 118- 122 #SEC 28 T4S R2W #MP28 08 28 1 002(28 08 28 1 002 090.002) 950 WILDWOOD AVE**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: 8/10/2022 Contractor: Mr. Isaac Sampson

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,659	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 455.00

Shelia E. Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Isaac Sampson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 15, 2022

Lot Owner: **FOOTE TRAVIS G & TIMOTHY J**
Address: **P. O. BOX 130789**
City, State, Zip: **SPRING, TX 77393**
Group Number: **1628** Item # **20**

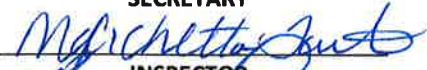
Lot Description: **LOT 11 BLK 2 VICTORY PLACE MBK 3 P 658 #SEC 29 T4S R1W #MP29 09 29 4 003 (29 09 29 4 003 074.XXX) 2070 VICTORY DR W**

Nuisance Date: 6/7/2022 Posting Date: 7/5/2022 Hearing Date: 7/12/2022
Date lot was cut: //2022 Contractor:

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,068	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY



INSPECTOR



SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1628** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP PURCHASE CHEERLEADING UNIFORMS, CAMPS/TEAM BUILDING ACTIVITIES, TRAVEL TO SPORTING EVENTS AND THE END OF THE YEAR BANQUET AND AWARDS

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - BOOKER T. WASHINGTON MIDDLE SCHOOL	Cover Memo	8/16/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/16/2022 - 9:52 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn* wishes to appropriate **\$1,000.00** to *Booker T. Washington Middle School*, from his discretionary funds; and

WHEREAS, *Booker T. Washington Middle School*, is a public middle school in Mobile, Alabama; 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 *Booker T. Washington School* will be used to help purchase cheerleading uniforms, camps/team building activities, travel to sporting events and the end of the year banquet and awards, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **1,000.00** to *Booker T. Washington Middle School* for the purposes described hereinabove serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCLMAN C.J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH PURCHASING SCHOOL UNIFORMS AND SUPPLIES FOR OUR OPERATION BOUNCE BACK PROGRAM FOR THE HOMELESS STUDENTS

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-03 / 10041020-42080

Discretionary Funds DSC-03

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - MARYVALE ELEMENTARY SCHOOL	Cover Memo	8/16/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	8/16/2022 - 10:22 AM

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wishes to appropriate \$1,000.00 to Maryvale Elementary School, from his discretionary funds; and*

WHEREAS, *Maryvale Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Maryvale Elementary School will be used to assist with purchasing school uniforms and supplies for our Operation Bounce Back Program for the homeless students*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,000.00 to Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

Resolution

Cover Memo

8/19/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Tait, Angelia

Approved

8/19/2022 - 2:08
PM

03-

2022

RESOLUTION

Sponsored by: Councilmembers Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Chris Carroll is appointed to the Board of Adjustment effective
immediately for a term ending August 23, 2025.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Lisa C. Lambert

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

Resolution

Cover Memo

8/23/2022

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Tait, Angelia

Approved

8/23/2022 - 8:27
AM

03-

2022

RESOLUTION

Sponsored by: Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Stevie Cain is appointed to the Mobile Tree Commission effective
immediately.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

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

Purpose and Scope of Project:

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

Amount of Contract:

\$10,062,169.24

Funding Source

Project # RSF22

Project String 20002000-48010

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

Grant Funds

Discretionary Funds

Contract Number:3962

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

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

Office

Barber, James

Approved

PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

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

PROJECT #: RSF22 DATE OF RECEIPT

PROJECT DESCRIPTION: Street Resurfacing

CONTRACT AMOUNT: \$10,062,169.24

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

VENDOR NUMBER: 234242

DEPT #: 3005 DEPT NAME: Engineering

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: LaShey Williams Date 8/15/2022

RESOLUTION AWARDING BID

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

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

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

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

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

Name of Company: H. O. Weaver & Sons Construction, Inc.

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

Project Number: 2022-3005-02

Amount: \$10,062,169.24

Adopted:

City Clerk

ADDENDUM NO. 2

2022 CIP Resurfacing City Wide

CITY OF MOBILE PROJECT NO. 2022-3005-02

BID DATE: June 15, 2022

ADDENDUM NO. 2

ISSUED: June 15, 2022

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

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


Signature

06.15.2022
Date

Wallace Harvey
Printed Name

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

ADDENDUM NO. 1

2022 CIP Resurfacing City Wide

CITY OF MOBILE PROJECT NO. 2022-3005-02

BID DATE: June 15, 2022

ADDENDUM NO. 1

ISSUED: June 10, 2022

THE CONTRACT DOCUMENTS AND SPECIFICATIONS SHALL BE CHANGED AS FOLLOWS:

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

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

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

Wallace Harvey
Signature

06.13.2022
Date

Wallace Harvey
Printed Name

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

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

ADDENDUM NO. 1

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:**A. DESCRIPTION OF REQUIREMENTS**

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable 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.

ADDENDUM NO. 1

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 FORMTo: City of MobileDate: 06.17.2022Name of Project: 2022 CIP Resurfacing City Wide
Project Number: 2022-3005-02**SALES TAX ACCOUNTING**

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT**BASE BID ITEMS:**\$ 285,685.24

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of**Bidder** H.O. Weaver & Sons, Inc.**Mailing****Address** 7450 Howells Ferry Rd, Mobile, AL 36618***By (Legal Signature)** ***Name (type or print)** Michael P. Weaver (Seal)***Title** President**Telephone Number** 251-342-3025

CONTENTS

Advertisement for Bids	I
Instructions to Bidders	II
Proposal.....	III
Bid Bond	IV
Labor and Materials Bond.....	V
Performance Bond.....	VI
Certificate of Contractor's and Subcontractor's Insurance	VII
Special Provisions	VIII
Articles of Agreement.....	IX
Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certification.....	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report	Attachment C
Certifications, Affidavits, & Project Closeout.....	Attachment D
Sign Details.....	Attachment E
Project Addendums.....	Attachment F
2022 CIP Resurfacing Map Book.....	Attachment G
1-Resurfacing Map Overall	
2-Project Limits	
3-Deficiency Tables and Maps	
4-ADA Ramp Locations; Districts 1-7	
5-Milling Schedule; Districts 1-7	
6-Exhibit A- James Seals Park Parking Lot	
7-Exhibit B- Matthews Park Parking Lot	
8-Exhibit C- High Friction Surface Treatment-Grelot Rd	
9-Exhibit D- Larchmont Dr. Site Plan	
10-Exhibit E- Princeton Woods Drive Site Plan	
11-Exhibit F- Jennings Dr E & W Repairs	
12-Exhibit G- Construction Details	
13-Exhibit H- Guardrail Repairs	

ITEM I
INVITATION TO BID

Notice to Contractors:

Scaled proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **Wednesday June 15, 2022** and then publicly opened and read in the City Engineering Department, 3rd Floor, South Tower, Room 357 for constructing:

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

Plans and contract documents may be inspected and obtained from **Sawgrass Consulting, LLC.** upon payment of eight-five dollars (\$85.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on **June 14, 2022**

A Mandatory Pre-Bid Conference will be held at City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on June 8th at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2022 CIP Resurfacing, City Wide**, City of Mobile Project No. **2022-3005-02**, in the City of Mobile, Alabama".

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

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of **2022 CIP Resurfacing, City Wide**, City of Mobile Project No. **2022-3005-02**, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for

acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once

report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall

give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date 06.17.2022

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the Sawgrass Consulting, LLC., as well as the premises

Project Name: 2022 CIP Resurfacing, City Wide

Project No: 2022-3005-02

Project Description: Street resurfacing and related work

Major work items include: Resurfacing

The Bidder further agrees to construct the improvements in **220** working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to 30673 Sgt. E.I. "Boots" Thomas Drive, Spanish Fort, AL 36527. In order to receive consideration, the request must be received before 12:00 p.m. on June 14, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

BASE BID

2022 CIP RESURFACING CITY WIDE

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN</u> <u>IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
206-C2	REMOVAL CONCRETE SIDEWALK (INCL. SAW CUTTING ALL DEPTHS)	SY	3,065	<u>EIGHTEEN</u> DOLLARS <u>THIRTEEN</u> CENTS	18.13	55,568.45
206-C3	REMOVAL CONCRETE DRIVEWAY (INCL. SAW CUTTING ALL DEPTHS)	SY	139	<u>EIGHTEEN</u> DOLLARS <u>THIRTEEN</u> CENTS	18.13	2,520.07
206-C4	REMOVAL CONCRETE ROAD PANELS (INCL. SAW CUTTING ALL DEPTHS)	SY	868	<u>TWENTY FOUR</u> DOLLARS <u>SEVENTY THREE</u> CENTS	24.73	21,465.64
206-C6	REMOVE CONCRETE SLOPE PAVING	SY	67	<u>EIGHTEEN</u> DOLLARS <u>THIRTEEN</u> CENTS	18.13	1,214.71
206-D	REMOVAL OF STEEL GUARDRAIL	LF	233	<u>THREE</u> DOLLARS <u>EIGHTY FIVE</u> CENTS	3.85	897.05

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN</u> <u>IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
206-D2	REMOVING CURB AND GUTTER ALL TYPES (INCL. SAW CUTTING)	LF	8,109	<u>TWELVE</u> DOLLARS <u>SIXTY FOUR</u> CENTS	12.64	102,497.76
206-D3	REMOVING CURB (INCL. SAW CUTTING)	LF	1,711	<u>TWELVE</u> DOLLARS <u>SIXTY FOUR</u> CENTS	12.64	21,627.04
206-E1	REMOVAL OF INLET (TOTAL STRUCTURE)	EA	2	<u>FOUR HUNDRED NINETY FOUR</u> DOLLARS <u>FIFTY ONE</u> CENTS	494.51	989.02
206-E2	REMOVAL OF INLET LID-PARTIAL (ALL TYPES)	EA	54	<u>THREE HUNDRED SIXTY SIX</u> DOLLARS <u>FOURTY EIGHT</u> CENTS	366.48	19,789.92
206-E3	REMOVAL OF HEADWALL (ALL SIZES)	EA	1	<u>FOUR HUNDRED THIRTY NINE</u> DOLLARS <u>FIFTY SIX</u> CENTS	439.56	439.56
206-E4	REMOVE CONCRETE INLET THROATS	EA	43	<u>FOUR HUNDRED NINETY FOUR</u> DOLLARS <u>FIFTY ONE</u> CENTS	494.51	21,263.93

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN</u> <u>IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
206-E5	REMOVAL OF POST (ALL TYPES)	EA	46	<u>TWENTY SEVEN</u> DOLLARS <u>FORTY SEVEN</u> CENTS	27.47	1,263.62
206-E6	REMOVAL OF GUARDRAIL END ANCHOR	EA	12	<u>THREE HUNDRED EIGHTY FOUR</u> DOLLARS <u>SIXTY TWO</u> CENTS	 384.62	4,615.44
209-A2	MAILBOX RESET (STANDARD)	EA	5	<u>FOUR HUNDRED NINETY FIVE</u> DOLLARS <u>THIRTY</u> CENTS	495.30	2,476.50
210-A	UNCLASSIFIED EXCAVATION (TRUCK BED MEASURE)	CY	516	<u>FOURTEEN</u> DOLLARS <u>TWENTY NINE</u> CENTS	14.29	7,373.64
210-D	BORROW EXCAVATION (TRUCK BED MEASURE)	CY	300	<u>EIGHTEEN</u> DOLLARS <u>SIXTY EIGHT</u> CENTS	18.68	5,604.-

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
214-A	STRUCTURE EXCAVATION	CY	50	<u>THIRTY TWO</u> DOLLARS <u>NINETY SEVEN</u> CENTS	32.97	1,648.50
214-B	FOUNFATION BACKFILL, COMMERCIAL	CY	24	<u>SEVENTY SIX</u> DOLLARS <u>NINETY TWO</u> CENTS	76.92	1,846.08
260-A	FLOWABLE FILL	CY	16	<u>TWO HUNDRED FORTY FOUR</u> DOLLARS <u>FIFTY ONE</u> CENTS	244.51	3,912.16
301-A	CRUSHED AGGREGATED BASE COURSE, TYPE B 6" Thick	SY	1,835	<u>TWENTY TWO</u> DOLLARS <u>FORTY EIGHT</u> CENTS	22.48	41,250.80
301-B	CRUSHED AGGREGATE BASE COURSE, TYPE B, Thickness Varies	TON	150	<u>SIXTY EIGHT</u> DOLLARS <u>TWENTY ONE</u> CENTS	68.21	10,231.50

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305-B	SELECTED MATERIALS, 57 STONE, FOR MISC. USE	TON	200	<u>Forty Six</u> DOLLARS <u>Fifteen</u> CENTS	46.15	9,230.-
408-A1	PLANING EXISTING PAVEMENT, 1"-2" Thick	SY	428,636	<u>Three</u> DOLLARS <u>NINETY THREE</u> CENTS	3.93	1,684,539.48
408-A2	PLANING EXISTING PAVEMENT, 2.1"-3.5" Thick	SY	2,000	<u>Seven</u> DOLLARS <u>Twenty Eight</u> CENTS	7.28	14,560.-
429-A1	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX. 165 LBS/SY, (INC. TACK COAT & CLEANING GUTTERS)	TON	42,979	<u>One Hundred Eight</u> DOLLARS <u>THIRTY FIVE</u> CENTS	108.35	4,656,774.65

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
429-A2	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, ½" MAX AGGREGATE SIZE MIX, ESAK RANGE A/B. APPROX 135 LBS/SY, (INCL. TACK COAT FOR PARKING LOT)	TON	1,781	<u>ONE HUNDRED NINE</u> DOLLARS <u>TWENTY NINE</u> CENTS	109.29	194,645.49
429-B1	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, LEVELING, ½" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 220LB/SY (INCL. TACK COAT)	TON	4,231	<u>ONE HUNDRED SIXTEEN</u> DOLLARS <u>FIFTY NINE</u> CENTS	116.59	493,292.29
429-B2	IMPROVED BITUMINOUS CONCRETE BINDER SURFACE, PATCHING, 1/2" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B. UP TO 165LB/SY, (INCL. TACK COAT)	TON	400	<u>ONE HUNDRED THIRTY SIX</u> DOLLARS <u>SIXTY TWO</u> CENTS	136.62	54,648.7
429-B3	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, UPPER BINDER, ½" MAX AGGREGATE SIZE MIX, ESAL RANGE A/B APPROX 165 LBS/SY. (INCL. TACK COAT)	TON	400	<u>ONE HUNDRED EIGHT</u> DOLLARS <u>SIXTY SIX</u> CENTS	108.66	43,464.7

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431-B	HIGH FRICTION SURFACE TREATMENT	SY	1,800	<u>Forty Nine</u> DOLLARS <u>THIRTY FOUR</u> CENTS	49.34	88,812.7
450-A	REINFORCED CONCRETE PAVEMENT, "THICK	SY	305	<u>SIXTY</u> DOLLARS <u>NINETY NINE</u> CENTS	60.99	18,601.95
533-A1	12" A-2000 STORM SEWER PIPE	LF	20	<u>SIXTY FIVE</u> DOLLARS <u>SIXTY EIGHT</u> CENTS	65.68	1,313.60

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533-C1	CONNECT TO EXSISTING INLET	EA	1	<u>TWO THOUSAND SEVEN HUNDRED FORTY SEVEN</u> DOLLARS <u>TWENTY FIVE</u> CENTS	2,747.25	2,747.25
538-A1	24" CURED IN PLACE LINE (CIPP) REHABILITAION	LF	58	<u>FOUR HUNDRED THIRTY NINE</u> DOLLARS <u>FIFTY SIX</u> CENTS	439.56	25,494.48
539-A2	CLEANING EXISTING PIPING (FOR CIPP)	LF	58	<u>THIRTY EIGHT</u> DOLLARS <u>FOURTY SIX</u> CENTS	38.46	2,230.68
539-A3	VIDEO PIPE (ALL SIZES)	LF	58	<u>TWENTY ONE</u> DOLLARS <u>NINETY EIGHT</u> CENTS	21.98	1,274.84

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600-A	MOBILIZATION	LS	1	<i>Two Hundred Seventy Two Thousand Eight Hundred Thirty Five</i> DOLLARS <i>Ninety Nine</i> CENTS	<i>272,835.99</i> <i>272,835.99</i>	
606-A	6 UNDERDRAIN TYPE 10 (INCLUDE FITTINGS/ROCK/FABRIC/)	LF	395	<i>Twenty Eight</i> DOLLARS <i>Fifty Two</i> CENTS	<i>28.52</i> <i>11,265.40</i>	
610-A	RIP RAP, CLASS 1 (12" THICK)	TON	50	<i>NINETY</i> DOLLARS <i>Twelve</i> CENTS	<i>90.12</i> <i>4,506.-</i>	
610-D	FILTER BLANKET (NON WOVEN)	SY	60	<i>SIXTEEN</i> DOLLARS <i>FIFTY FIVE</i> CENTS	<i>16.55</i> <i>993.-</i>	

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614-B	CONCRETE SLOPE PAVING, 5" THICK	SY	80	<u>FIFTY EIGHT</u> DOLLARS <u>SEVENTY NINE</u> CENTS	58.79	4,703.20
618-A1	CONCRETE SIDEWALK, 4" THICK (INCL. EXCAVATION)	SY	3,027	<u>SEVENTY THREE</u> DOLLARS <u>NINETEEN</u> CENTS	73.19	221,546.13
618-A2	CONCRETE SIDEWALK, 5" THICK(INCL. EXCAVATION)	SY	150	<u>SEVENTY NINE</u> DOLLARS <u>SIXTY SEVEN</u> CENTS	79.67	11,950.50
618-B	CONCRETE DRIVEWAY, 6" THICK (INCL. EXCAVATION)	SY	139	<u>SEVENTY NINE</u> DOLLARS <u>SIXTY SEVEN</u> CENTS	79.67	11,074.13

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618-D1	HANDICAP RAMP, TYPE A	EA	229	ONE THOUSAND FIVE HUNDRED TWENTY FIVE DOLLARS <u>TWENTY SEVEN</u> CENTS	1,525.27	349,286.83
618-D2	HANDICAP RAMP, TYPE C	EA	3	ONE THOUSAND SIX HUNDRED FORTY EIGHT DOLLARS <u>THIRTEEN</u> CENTS	1,648.35	4,945.05
618-D3	HANDICAP RAMP, TYPE D	EA	69	ONE THOUSAND SEVEN HUNDRED EIGHT DOLLARS <u>SEVENTY NINE</u> CENTS	1,708.79	117,906.51
618-E	TRUNCATED DOME INSERT, NEW CONSTRUCTION	EA	376	TWO HUNDRED FORTY FIVE DOLLARS <u>FIVE</u> CENTS	245.05	92,138.80

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN</u> <u>IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
619-A	18" VERTICAL HEADWALL	EA	1	EIGHT HUNDRED TWENTY FOUR DOLLARS <u>EIGHTEEN</u> CENTS	824.18	824.18
620-A	MINOR STRUTCURE CONCRETE	CY	16	NINE HUNDRED SIXTY EIGHT DOLLARS <u>FOURTY EIGHT</u> CENTS	916.98	14,663.68
621-C2	INLET, PARTIAL TOP MODIFY TO CURB TYPE	EA	5	THREE THOUSAND TWO HUNDRED NINETEEN DOLLARS <u>SEVENTY</u> CENTS	3,296.70	16,483.50
621-C3	INLET, TYPE S (All Wings)	EA	2	FOUR THOUSAND EIGHT HUNDRED NINETEEN DOLLARS <u>ELEVEN</u> CENTS	4,890.11	9,780.22

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

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

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

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

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE WRITTEN</u> <u>IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
650-A	TOPSOIL, 4" THCK (TRUCK BED MEASURE)	CY	1400	<u>forty eight</u> DOLLARS <u>ninety one</u> CENTS	48.91	68,474.00
652-A	SEEDING	ACRE	2.5	<u>one thousand three</u> DOLLARS <u>hundred seventy three</u> <u>sixty two</u> CENTS	1,373.62	3,434.05
654-A	SOLID SODDING (MATCH EXISTING)	SY	2200	<u>four</u> DOLLARS <u>eighty nine</u> CENTS	4.89	10,758.00
656-A	MULCHING	ACRE	2.0	<u>eight hundred twenty</u> DOLLARS <u>four</u> <u>eighteen</u> CENTS	821.18	1,648.36
660-D	TREE REMOVAL (UP TO 24" DIAMETER)	EA	5	<u>four thousand three hundred</u> DOLLARS <u>ninety five</u> <u>sixty</u> CENTS	4,395.60	21,978.00

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

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

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

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

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

(MPW)

\$10,062,149.24

(MPW)

Base Bid

Total (All items listed in Proposal)

\$10,062,133.24 \$10,062,169.24

Written in words

ten million sixtytwo thousand one hundred thirty three + 24/100 dollars
Sixty Nine

Number of working days to complete

220

Signature of Bidder

N/A

(If a firm or individual)

Address of Bidder

N/A

By

N/A

Signature of Bidder

H.O. Weaver & Sons, Inc

(If a Corporation)

By

[Signature]

President

Business

Address 7450 Howells Ferry Rd, Mobile, AL 36618

Print

[Signature]

Secretary

KEN DONAGHUE

Print

[Signature]

Asst. Treasurer

[Signature]

Print

Business

Address "

Business

Address "

(Corporate Seal)

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

ATTEST:

Secretary

[Signature]

2637

State License Number

Corporate Seal

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That H.O. Weaver & Sons, Inc.
(Name of Contractor)

P.O. Box 8039, Mobile, Alabama 36689

(Address)

as Principal, and Western Surety Company

(Name of Surety)

151 N. Franklin Street, Chicago, IL 60606

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be 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 CIP Resurfacing, City Wide , City of Mobile Project No. 2022-3005-02.**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered June 17, 2022 (Date)

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

Witness as to Principal By: Walter Hays (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED:

Alabama Resident Agent

By

Renee Ellis
Renee Ellis, Attorney in Fact and Alabama Resident Agent

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

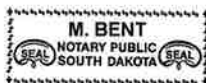
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ITEM V
LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we H. O. Weaver & Sons, Inc.
_____ as Principal and Western Surety Company _____

_____ as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of Ten Million, Sixty two thousand, One hundred Sixty nine & 24/100 Dollars (\$ 10,062,169.24) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated July 27, 2022 (hereinafter called the Contract) for 2022 CIP Resurfacing City Wide which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 27th day of July
20 22.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: [Signature]
(Signature)

Michael P. Weaver
(Print)

ITS: President
(Title)

ATTEST:

[Signature]
(Signature)

Lynn Stringfellow (Print)

ITS: Witness

Western Surety Company

(Surety sign here) (Corporate name)

BY: [Signature]
(Signature)

Renee Ellis
(Print)

ITS: Attorney In Fact
(Title)

ATTEST:

[Signature]
(Signature)

Thomas J Gestle (Print)

ITS: Witness

Corporate Seal

ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we H. O. Weaver & Sons, Inc.
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter
called the "Principal", and
Western Surety Company 151 N. Franklin, Chicago, IL 60606
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the
City of Mobile, Alabama hereinafter called the "Owner", in the sum of Ten Million, Sixty two
Thousand, one Hundred sixty nine & 24/100 dollars (\$ 10,062,169.24),
for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated July 27
2022, entered into a Contract with the Owner for 2022 CIP Resurfacing City Wide
which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully
perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and
shall fully indemnify and save harmless the Owner from all cost and damage which he may
suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and
expense which the Owner may incur in making good any such default, thence this obligation
shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be
brought on his Bond after twelve months from the day on which the final payment under the
Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and
agree that no charge, extension of time or addition to the terms of the Contract or to the work to
be performed thereunder of the Specifications thereof shall in any way effect their obligations on
this bond, and they do hereby waive notice of such change, extension of time, alteration or
addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 27th day of July
2022.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

H. O. Weaver & Sons, Inc.

(Corporate Name)

BY: 

(Signature)

Michael P. Weaver

(Print)

ITS: President

(Title)

ATTEST:



(Signature)

Lynn Stringfellow (Print)

ITS: Witness

(Title)

Western Surety Company

(Surety sign here) (Corporate name)

BY: 

(Signature)

Renee Ellis

(Print)

ITS: Attorney In Fact

(Title)

ATTEST:



(Signature)

Thomas J. Gentile (Print)

ITS: Witness

(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

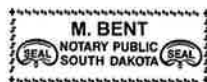
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

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



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

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

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

- B. **Insurance:** CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. **Workers' Compensation/Employer's Liability:**

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. **Comprehensive General Liability Insurance:**

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

c. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) **Subcontractor's Status:** A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

- (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
- (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
- (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
 - 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 - 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
 - 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
 - 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
 - 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
 - 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
 - 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable specifications of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
21. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
22. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the 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.
23. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
24. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
25. 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.

26. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
27. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
28. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
29. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
30. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
31. The contractor shall take whatever steps are necessary to ensure that dust is controlled during operations.
32. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
33. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
34. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

35. Project Documentation: Prior to the start of construction, the **Contractor** shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
36. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
37. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
38. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
39. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
40. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
41. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
42. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.
43. There will be adjustment to fuel or asphalt index for this project.
44. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout

the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments 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.

66. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the Engineer.
67. The contractor shall provide adequate light plant(s) for all milling and paving operations during night work. The Engineer and Owner shall request additional lighting to be provided if deemed inadequate. (No direct payment)
68. The contractor shall "NOT" perform milling or paving operations within "72 Hour" of a concrete pour, repair, or installation of a new feature that is adjacent to the paving surface.
69. The contractor shall "Hand Fill" paving patch between and adjacent to speed tables that are encountered during this project.
70. The contractor shall install manhole rubber rings for exposed manhole (tops) following milling operations if paving is not scheduled within 48 hours of milling the roadway. Rubber rings will be paid for "one time" under item 999-R, per each, and reused throughout the project.



HOWEAVE-02

AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER 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	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B : Arch Speciality Insurance</td><td>21199</td></tr><tr><td>INSURER C : Transguard Insurance Company of America</td><td>28886</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></table>	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 :	
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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:			GLO3757532-16	2/1/2022	2/1/2023	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 - COM/OP AGG \$ 4,000,000 EMPLOYEE BENEFI \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP 3757531-16	2/1/2022	2/1/2023	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 \$			UXP1041663-01	2/1/2022	2/1/2023	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3757530-17	2/1/2022	2/1/2023	☒ 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
C	☒ Leased/Rented			IMP 0000266 02	2/1/2022	2/1/2023	Ded 2,500 / Limit 750,000

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

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

CERTIFICATE HOLDER

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

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this 27 day of July, 2022, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and H.O.Weaver and Sons Inc., party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2022 CIP Resurfacing, City Wide

Project No: 2022-3005-02

Project Description: Street Resurfacing and related work

Major work items include: Resurfacing

City of Mobile Project Number **2022-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 10,062,169.24) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof,

and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the prebid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **Sawgrass Consulting, LLC.**

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is Capital Funding. Said funds are / on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY: _____

CITY CLERK

(Print)

CITY OF MOBILE

BY: _____

ITS MAYOR

(Print)

CONTRACTOR:

AN INDIVIDUAL

(Print)

WITNESSES:

(Print)

CONTRACTOR: (IF CORPORATION)

(Print)

BY: Michael P. Weaver

ITS PRESIDENT

Michael P. Weaver (Print)

ATTEST:

Lynn Stringfellow

ITS SECRETARY

Lynn Stringfellow (Print)

8-1-22 Witness

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to ensure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*; PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

246.04 METHOD OF MEASUREMENTS

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

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

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

429.A277.01

Description

This section shall consist of a hot bituminous plant mixed pavement layer placed on a prepared surface in accordance with the Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction 2006 edition. General

requirements for all bituminous concrete pavements in section 410 are applicable to this section. QC/QA from section 106 applies to this section as well. This section shall include the surface preparation and use of tack coat as found in section 405 of the 2018 ALDOT Standard Specifications for Highway Construction.

429.A277.02

Materials

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

429.A277.03

Basis of Payment

Improved Bituminous Concrete Wearing Surface Layer, will be paid for at the contract unit price, including the placement of tack coat, bid in accordance with Article 410.09 Payments shall be made per ton of completed in place Bituminous Concrete Wearing Surface Layer, Patching as prescribed in the 2006 ALDOT Standard Specifications for Highway Construction.

ITEM 538 STORM WATER DRAINAGE PIPE REHABILITATION

538-A.01

Description

This Section shall cover the work of rehabilitating existing Storm Water Pipe using a cured-in-place liner (CIPP), at the locations shown on the plans or directed by the Engineer.

538-A.02

Referenced Documents

American Society for Testing and Materials Documents:

- ASTM F1216 (Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube),
- ASTM F1743 (Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-In-Place Thermosetting Resin Pipe (CIPP),
- ASTM D5813 (Cured-In-Place Thermosetting Resin Sewer Pipe),
- ASTM D790 (Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials), and
- D2990 (Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics)

By referenced the above listed documents are hereby made a part of this Specification and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

538-A.03

Product and Contractor Qualification Requirements

The provided product shall have a 50-year design life. Only proven products with substantial long-term track records will be approved. All contractors must submit proof that they meet the below product and installer requirements of this section with their bid.

In order for CIPP products and contractors to be deemed Acceptable and Approved for this project they must meet the following criteria:

1. For a Manufacturer's inversion liner product to be considered proven, a minimum of 250,000 linear feet of successful installations in the U.S. must be documented to the satisfaction of the City.
2. The Manufacturer of the inversion liner product must operate under a quality management system that is a third party certified to ISO 9001:2000 or other internationally recognized organization standards.
3. Third Party Test Results for the pipe rehabilitation product resin system supporting the long-term performance and structural strength of the product shall be submitted for approval, and such data shall be satisfactory to the City.
4. The Contractor Superintendent(s) designated for this project must have has at least 5(five) years experience in the installation of CIPP. This shall be documented to the City's satisfaction.

538-04

Submittals

The Contractor shall submit to the Engineer documentation which may include shop drawings, ASTM Standards and manufacturer's data for the following items:

1. Lining material to be installed.
2. Thermosetting resin to be utilized in producing the CIPP in accordance with these specifications.
3. Bypass plan layout to be used if needed.
4. Safety plan.
5. Design calculations for CIPP thickness of the liner system.
6. Procedures for preparing CIPP samples and testing of physical properties.
7. Pre-installation Inspection Reports.

The submittal items listed above shall be submitted by Contractor to the Engineer after Notice of Award and prior to begin work. All submittals shall be approved prior to beginning work. The Contractor shall submit eight copies of the product data and installation procedures shall be complete to the point that the physical properties of all required materials are identified and all installation procedures are thoroughly described. An incomplete submittal will be returned to the contractor for completion.

538-A.05

Safety

The Contractor shall carry out their operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces, The Contractor is completely responsible for all safety requirements and shall hold harmless the City and Engineer for any claims, fines, or other penalties filed against this work.

538-A.06

Materials

A. CIPP Tube

1. The sewn Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1

7. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

8. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

9. ITEM 623-B125 HAULING FROM CITY STOCK PILE AND INSTALLATION OF GRANITE CURB (INCLUDING CUTTING AND FITTING):

623.B125.1

Description

This section shall include the work of hauling, cutting and installing of granite curb from City stock pile.

623.B125.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for hauling, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

10. ITEM 623-B126 REMOVAL AND REINSTALLATION OF GRANITE CURB
(INCLUDING CUTTING AND FITTING):

623.B126.1

Description

This section shall include the work of removing, stockpiling, reinstalling, cutting and fitting of granite curb.

623.B126.2

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for removing, stockpiling, reinstalling, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

11. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD
OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

12. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

13. ITEM 659-A EROSION CONTROL NETTING

Description

This pay item shall include the furnishing, laying, and maintaining an approved protective netting material over seeded, sprigged or sodded areas as directed by the

Engineer. The Contractor may select North American Green S150 Erosion Control Blanket or an equivalent.

14. ITEM 690-A PROJECT SIGN -PORTABLE:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, for moving to each location, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item;

15. ITEM 690-B PORTABLETOILETS - WEEKS:

690.B.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

690.B.02

Basis of Payment

Payment will be based on the respective unit bid price for portable toilets, Item 690-B, complete-in- place, per toilet, per week, which shall be payment in full for furnishing the individual toilet units, for hauling, preparation, placing, and maintenance of the toilet units and for all labor, equipment, tools and incidentals necessary to complete this item.

16. ITEM 740-A. TRAFFIC CONTROL:

740 A.1

Description

This section shall include the work of furnishing, installing, relocating, re-installing and maintaining Construction Signs, Drums, Cones and Weights as required to maintain

traffic and to provide a safe work zone, including sign post and portable supports as necessary.

740 A.2

Materials

All materials shall conform to the appropriate Section of the 2018 ALDOT Standard Specifications for Highway Construction.

740 A.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be paid in full for all labor, materials, equipment, tools, transporting, installing, removal, re-installing and all incidentals necessary to complete this item.

ALABAMA DEPARTMENT OF TRANSPORTATION

Project Specific Special Provision

DATE: April 12, 2022

PSSP No. 22-PS0094

SUBJECT: High Friction Surface Treatments for Asphalt Pavements,
Project Number HSIP-0171(516), Tuscaloosa County

Alabama Standard Specifications, 2022 Edition, shall be amended by the addition of a new SECTION 431:

SECTION 431 HIGH FRICTION SURFACE TREATMENTS FOR ASPHALT PAVEMENT

431.01 Description.

This Section shall cover the work of furnishing and applying High Friction Surface Treatment (HFST) on dense graded asphalt pavements to provide a skid resistant riding surface.

431.02 Materials.

(a) General.

Materials furnished for use shall conform to the appropriate requirements of Division 800, Materials, and the requirements noted in this Section.

(b) High Friction Surface Treatment Material.

The HFST material shall be a completely non-porous polymer system designed for low temperature applications. The HFST shall consist of a single layer binder resin system and aggregate. The HFST shall not contain any fillers or volatile solvents. The HFST shall meet the properties in Table 1 for binder resin system.

Table 1: Properties of Binder Resin System		
Property	Requirement*	Test Method
Viscosity poises	7 - 30	ASTM D 2556
Gel Time, min. minutes	10	AASHTO M 235
Tensile Strength, min. psi. @ 7 days	2,500	AASHTO M 235
Elongation, % min. @ 7 days	30	AASHTO M 235
Adhesive Strength, min. psi. @ 24 hours**	250	ASTM D 4541
Compressive Strength, min. psi. @ 3 hours	1,000	ASTM C 579
Compressive Strength, min. psi. @ 7 days	5,000	ASTM C 579
Water Absorption, % by wt. max	1.0	AASHTO M 235
Durometer Hardness (shore D)	60 - 80	ASTM D 2240

*Based on samples cured and tested at 73 ± 2 °F

** Or 100% substrate failure

(c) Aggregate.

Aggregates shall be calcined bauxite. The physical and chemical properties of the aggregate shall meet the requirements in Table 2.

Table 2: Aggregate Physical and Chemical Requirements		
Property	Requirement	Test Method
Resistance to Degradation	20% max	AASHTO T 96
Moisture Content	0.2% max	AASHTO T 255
Aluminum Oxide	87% min.	ASTM C 25
Aggregate Gradation	% Passing by Weight	AASHTO T 27
Sieve Size		
No. 4 (4.75 mm)		
No. 6 (3.35 mm)		
No. 16 (1.18 mm)	5 max	

(d) Storage and Handling.

HFST materials shall be transported, stored, and handled in accordance with the manufacturer's recommendations. Binder resin system components shall be packaged in sealed containers and labeled with the type of material, the mixing ratio of the component, and any special mixing instructions. The binder resin system component labels shall also contain brand name, name of manufacturer, lot or batch number, temperature range for storage, and expiration date. Aggregate shall be labeled and packaged in a manner that protects the aggregate from rain, moisture, and contaminants. Aggregate labels shall contain the name of the manufacturer and the location of the processing facility. All aggregates shall be stored in their original containers until the time of use.

(e) Certified Test Results.

The Contractor shall submit a copy of a certified test report from an independent laboratory with actual test results verifying that the materials meet all the requirements specified in Article 431.02 including Tables 1 and 2.

(f) Qualification of Installer.

The Contractor shall provide performance history data from a minimum of three projects totaling no less than 10,000 square yards where the Contractor has installed the proposed HFST. The performance data must be from the last three years and shall include documentation indicating the in-place friction properties of these projects achieved a friction rating of 65 FN40R when tested in accordance with AASHTO T 242, Standard Method of Test for Frictional Properties of Paved Surfaces Using a Full-Scale Tire.

431.03 Construction Requirements.

(a) Submittals.

No less than 30 days prior to construction of the HFST the Contractor shall submit to the Engineer three sets of copies of the project specific HFST material submittal for review and acceptance. The material submittal shall include:

- Certified test reports.
- Installer qualification documentation.
- Product data that completely identifies the physical components, and performance characteristics of the HFST.
- Safety data sheets for all materials to be used.
- Schedule for the HFST work.
- Description of the equipment for placing the HFST.
- Plan for protecting areas not to receive HFST.
- Proposed pavement cleaning procedure.
- Anticipated schedule for traffic control.
- Estimates for cure time and time to bear traffic.
- Designation and contact information of Project Superintendent who shall have full authority to institute any action necessary for the proper placement of the HFST.

The HFST materials shall not be ordered until the HFST material submittal has been accepted by the Engineer as providing an adequate description of the overlay system.

(b) EQUIPMENT AND APPLICATION.

Types of equipment, applications, and allowed usage based on site and total project area can be found in Table 3. Sites are defined as individual areas/sites within a project. Individual sites shall be the full width of the roadway. No two individual sites shall be adjoining. Total project area is defined as the cumulative area of all project sites.

Table 3: Equipment/Application Requirements	
Type of Application	Site and Total Project Area
Manual Application	Individual sites less than or equal to 200 Sq. Yd., provided that the total project manual application area does not exceed 1,200 Sq. Yd.
Semi-Automated Application	Individual sites and total project areas of any size.
Automated Application	Individual sites and total project areas of any size.

1. Manual Application

When manual application is allowed hand mix the binder resin system in accordance with the manufacturer's recommendations. Uniformly spread the binder resin system to the required application rate using serrated squeegees. Manually broadcast the aggregate to the required application rate.

2. Semi-Automated Application

When the use of semi-automated equipment is required, the HFST shall be placed using equipment capable of mixing, metering, pumping, and distributing the binder resin system. Motionless, in line mixing shall be used. After dispensing, the binder resin system shall be spread with a serrated squeegee to the required uniform application rate. Mechanically apply the aggregate at the required application rate onto the binder resin system by means of blower or other suitable device in a manner that does not displace the binder resin system. Hand application of aggregate shall be allowed only to assist in completely covering the binder resin system to achieve a uniform surface.

3. Automated Application

When the use of automated equipment is required, the HFST shall be placed using equipment capable of mixing, metering, and distributing all components of the HFST system in a continuous application at a width of 12 feet. The equipment shall be capable of heating and maintaining the components of the binder resin system at a constant temperature. The equipment shall be capable of mixing the components of the binder resin system at a constant ratio and shall be capable of consistent application rates of both the binder resin system and the aggregate and have the capability to display and record the application rates of both materials. The use of agricultural type spreaders for the distribution of the aggregates will not be allowed when automated equipment for application of the HFST is required. Hand application of aggregate shall be allowed only to assist in completely covering the binder resin system to achieve a uniform surface.

(c) Surface Preparation.

All utilities, drainage structures, curbs, and traffic markings and striping shall be taped off or otherwise protected prior to the placement of the HFST. Damaged or worn traffic markings and striping shall be removed prior to the placement of the HFST based on the recommendation of the Engineer. All pavement surfaces shall be cleaned using mechanical sweepers and high-pressure air wash using a minimum of 180 cfm of clean and dry compressed air. Maintain air lance perpendicular to the pavement surface with the tip of the lance within 12 inches of the pavement surface. Pavement surfaces contaminated with oils, greases, or other deleterious materials not removed by sweeping and air wash shall be washed with a mild detergent solution, rinsed with potable water, and dried using compressed air lance.

(d) Test Section.

A test section shall be completed prior to starting HFST production work. Surface preparation may be completed on the rest of the project prior to the application of the test section or during the test section cure time. The HFST test section shall:

- Be 20 feet long and 12 feet wide or full lane width.
- Be constructed using the same equipment/application method as production work.

- The test section shall be placed under similar field conditions, ambient temperature, and surface temperatures anticipated for production work.
- Demonstrate the ability of the application process and equipment to apply the binder resin system and aggregate.
- Verify the application rates of the binder resin system and aggregates.

The test section shall be part of the HFST quantity of the project and approved by the Engineer. Should the test section quality be unacceptable and rejected by the Engineer the test section shall be removed and disposed of, and underlying pavement repaired at the Contractor's expense. The Contractor shall not start production work until successful completion of a test section and approval is provided by the Engineer.

(e) Application of HFST.

Pavement joints and cracks greater than 0.25 inches and less than 0.5 inches in width shall be pre-treated with the mixed HFST binder specified herein. After the binder in the pre-treated areas has gelled the installation of the overlay system may proceed.

On roadways with high degrees of transverse cross slope or longitudinal grade the specified application rate and uniform thickness shall be maintained. The Contractor shall ensure proper precautions are in place to keep the binder resin system from running across or down to the low point of the roadway.

HFST shall be placed in one layer. The layer shall consist of a layer of binder followed with a layer of aggregate. The layer of aggregate shall completely cover the binder. No exposed binder shall be visible after the placement of the aggregate. The application rate of the binder shall be 25 to 32 square feet per gallon. The application rate of the high friction aggregate shall be 12 to 15 pounds per square yard.

The HFST installation operation shall proceed in a timely manner to ensure that mixed materials are not allowed to separate, cure, dry, be exposed or harden in such a way as to impair retention and bonding of the aggregate. When the use of automated equipment is required, the high friction aggregate shall be applied within 5 seconds of the binder application onto the pavement surface. When semi-automated or manual application is allowed, the high friction aggregate shall be applied within 5 minutes of the binder application. The Contractor shall remove all excess aggregate by hand or vacuum, suction sweeping before opening the HFST section to traffic. The excess aggregate may be reused on other sections to be overlaid, provided the aggregate is clean, dry, and is not contaminated. HFST applications on high speed highways such as interstates and interstate ramps will require additional sweeping within three days or at the direction of the Engineer, after the completion of the installation.

The Contractor shall plan and execute the work in a manner to provide at least eight hours of curing or the minimum cure time recommended by the manufacturer prior to opening the HFST to traffic. Walking, standing, or any form of contact or contamination with the wet uncured binder prior to the application of the aggregate without the use of spiked shoes to minimize the disturbance to the binder layer shall not be allowed and will result in that section of binder being removed and replaced at the Contractor's expense.

The Contractor shall provide a representative from the binder manufacturer at the preconstruction meeting and at the job site during the beginning of placement of the HFST. The Engineer will suspend placement of the HFST based on the advice of the manufacturer's representative or his/her own observations that the procedure or materials are not meeting specifications. Work shall not resume until the Engineer is satisfied that appropriate remedial action has been taken by the Contractor.

HFST shall not be placed on a new asphalt layer until at least 30 days after the new asphalt layer was placed. HFST shall not be placed on a wet surface or when the ambient temperature is below the polymer binder manufacturer's recommendation. HFST shall not be applied when anticipated weather conditions would prevent proper application and curing of the HFST.

431.04 Method of Measurement.

(a) HFST.

The HFST area acceptably placed will be measured in square yards computed from surface measurements taken to the nearest 0.1 of a foot.

431.05 Basis of Payment.**(a) Unit Price Coverage.**

1. HFST.

The accepted quantity will be paid for at the contract unit price per square yard of "High Friction Surface Treatment". This price shall include all materials, procurement, handling, hauling and processing, surface preparation, and includes all equipment, tools, labor, and incidentals required to complete the work.

(b) Payment will be made under Item No.:

431-B High Friction Surface Treatment - per square yard

ATTACHMENT “A”

LOCATION

5 Year Pavement Plan
2022 CIP
City of Mobile



2022 CIP PROJECTS				
COUNCIL DISTRICT	PROJECT AREA	ESTIMATED COST	CENTERLINE MILES	LANE MILES
1	BARBARA DR AND JEWEL CT	\$75,000.00	0.35	0.7
1	DIVISION ST, JOEL CT, etc	\$180,000.00	0.67	1.34
1	GOOD ST, Etc	\$265,000.00	0.92	1.85
1	MOBILE STREET AREA	\$576,000.00	2.5	5
1	PINE GROVE AVE AND PRINGLE DR	\$64,000.00	0.48	0.97
TOTAL		\$1,140,000.00	4.93	9.86
2	CONCRETE STREET AREA #1	\$1,400,000.00	5.4	10.7
2	CONCRETE STREET AREA #2	\$650,000.00	2.7	5.4
TOTAL		\$2,050,000.00	8.10	16.10
3	ALSTON, etc	\$58,000.00	0.23	0.46
3	BRILL CIR	\$54,000.00	0.23	0.45
3	BRILL RD	\$168,000.00	0.81	1.22
3	CURRY DR W and E	\$108,000.00	0.23	0.45
3	DODD AND MCGOUGH	\$99,000.00	0.4	0.8
3	GULFDALE, etc	\$255,000.00	1.08	1.5
3	NORTH DR, DOYLE, MCVOY, etc	\$286,000.00	1.33	2.66
3	PICKELL DR, etc	\$108,000.00	0.45	0.9
TOTAL		\$1,134,000.00	4.56	8.44
4	ALDEN DR, etc	\$156,000.00	0.68	1.36
4	LANDSDOWNE	\$707,000.00	3.45	6.9
4	LARCHMONT DR, etc	\$144,000.00	0.51	1.2
4	OAK TERRACE DR	\$23,000.00	0.1	0.2
4	WHITE PINE CT AND CROSS CREEK DR	\$115,000.00	0.48	0.95
TOTAL		\$1,145,000.00	5.32	10.61
5	BRIERWOOD DR, etc	\$428,000.00	1.97	3.94
5	FONTAINEBLEAU, DURANDE, DEMETER AND HADRIAN, etc	\$146,000.00	0.75	1.5
5	FOREMAN CIR AND STEPHENS ST	\$24,000.00	0.32	0.64
5	JENNINGS DR, etc	\$120,000.00	0.71	1.43
5	PINEHILL (south)	\$175,000.00	0.78	1.56
5	SALIVA ST, etc	\$263,000.00	1.28	2.52
TOTAL		\$1,156,000.00	5.79	11.59
6	CLAREMONT (SARASOTA, etc)	\$170,000.00	0.57	1.14
6	EDGEFIELD SUBDIVISION	\$350,000.00	1.24	2.48
6	HENCKLEY AVE	\$16,000.00	0.08	0.16
6	NORTHWOODS CT	\$23,000.00	0.10	0.20
6	PHERIN WOODS CT	\$30,000.00	0.13	0.26
6	POINT WEST	\$22,000.00	0.10	0.20
6	SUGAR CREEK PL	\$82,000.00	0.28	0.56
6	WOODLEA DR, etc	\$370,000.00	1.60	3.20
TOTAL		\$1,052,000.00	4.10	8.20
7	MCKINLEY AVE	\$90,000.00	0.38	0.76
7	MIDDLE RING RD	\$190,000.00	0.76	1.42
7	PRINCETON WOODS SUBDIVISION	\$687,000.00	3.33	6.65
7	THISTLEWHITE/TEW	\$46,000.00	0.38	0.76
TOTAL		\$1,003,000.00	4.85	9.59
GRAND TOTAL		\$8,680,000.00	37.65	74.39



Create Date: 10/6/2021



ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS

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, HRR: HEAVY AND RAILROAD, HS: HIGHWAYS AND STREETS, MU: MUNICIPAL AND UTILITY

until July 31, 2022 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

28th day of July, 2021

175607

SECRETARY-TREASURER

CHAIRMAN

Mac N. Conry

Way W. Kelly

ATTACHMENT “C”

SUBCONTRACTIN PLAN, E-VERIFY AFFIDAVIT, AND DBE UTILIZATION REPORT



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on Form 1), you are required to complete the "good faith effort" documentation on Form 2. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About "DBEs": The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About "Good Faith" Effort: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company

FORM 1: Background and Plan

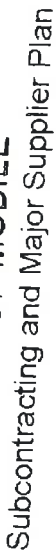
Company	H.O. Wpacer & Sons, Inc.	
Address	7450 Howells Ferry Rd, Mobile, AL 36618	
Telephone	251.342.3025	
E-Mail	Wallace@hospalawatt.com	
RFP/RFQ Solicitation Number	2022-3005-02	
Project Description	2022 CIP Resurfacing City Wide	
Is your company a DBE company?	Yes ☐ No ☒	
Work force demographics	Male ☒ Female ☐	Minority ☒ Non-minority ☐ Vets ☐
Total # of Employees	165	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Wallace Harvey
 Signature: Wallace Harvey Date: 06.17.2022
 Title: Estimator

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Wallace Harvey Title: Estimator
 E-mail: Phone: Wallace@hospalawatt.com 251.342.3025



Section II. Plan for Subcontractors and Major Vendors

RFP/RFO/Bid #	Year	Your Bid/Proposal Amount \$	10,062,169.24
2022-2025	10		

Description	2022 CIP Resurfacing City Wide
Name of Bidder/Proposer:	H.O. WHEELER & SONS, INC.

[illegible][illegible]



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

Phone _____

Email _____

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.



CITY OF MOBILE **Subcontracting and Major Supplier Plan**

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
		CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

___ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

___ Could not find sufficient DBEs to provide subcontracting or supplier services.

___ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____ (affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____ for _____ that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said _____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

CEO of _____

Sworn to and subscribed before me this the ____ day of _____, 20__.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archonique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN		APR		OCT	
(CHECK ONE):		FEB		MAY		NOV	
		MARCH		JUNE		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

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2022-3005-02
PROJECT NAME 2022 CIP Resurfacing, City Wide

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____

THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2022-3005-02
PROJECT NAME 2022 CIP Resurfacing, City Wide

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Notary Public: _____

Title: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT “E”

SIGN DETAILS

8'-0"

RESURFACING 2016 MISCELLANEOUS
CITY WIDE - 2016 CIP

AUTHORIZED BY
CITY OF MOBILE
WILLIAM S. STIMPSON, MAYOR
PROJECT NO. 2016-222-04
PROJECT COS-8

CITY OF MOBILE ENGINEERING DEPARTMENT
COUNCILPERSON _____
DISTRICT _____

2'-0"

2'-0"

3'-0"

5'-0"

PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel
- 2) Sign to be placed at location directed by the Engineer
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site
- 4) Project cost shall be neatly painted on original sign and not on a board nailed to the sign



**CITY OF MOBILE
ENGINEERING DEPT
CITY STANDARDS
PROJECT SIGN DETAIL
SIGN 1 OF 2**

SCALE: N.T.S.	DATE: NOV 20, 2013
---------------	--------------------

ATTACHMENT “F”
PROJECT ADDENDUMS

ATTACHMENT “G”

2022 CIP RESURFACING MAP BOOK

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Scott Jones, & Gina Gregory

WHEREAS, bids for street resurfacing for districts 1-7 were received and opened on June 17, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from H. O. Weaver & Sons Inc. in the amount of \$10,062,169.24.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by H. O. Weaver & Sons Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: H. O. Weaver & Sons Inc.

Project Name: 2022 CIP Resurfacing, City Wide (D#1-7)

Project Number: 2022-3005-02

Amount: \$10,062,169.24

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace existing roof with new PVC single ply roof at the James Seals Park Community Center

Amount of Contract:

\$267,720.00

Funding Source

Project # James Seals Park Community Center -
Roofing PR-065-20

Discretionary Funds

Project String C0476 CIP Parks-James M Seals
Park (20002000-48010)

Contract Number:3966

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-065-20 James Seals Park Community Center - Roofing	Cover Memo	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	8/17/2022 - 12:00 PM
Capital	Rhodes, Brenda	Approved	8/17/2022 - 1:40 PM
Legal	Kern, Chris	Approved	8/17/2022 - 2:23 PM

Mayors
Office

Barber, James

Approved

8/18/2022 - 2:51
PM

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: MID-WESTERN COMMERCIAL ROOFERS, INC.

Project Name: JAMES SEALS PARK COMMUNITY CENTER –
ROOFING

Project Number: PR-065-20

Amount: \$267,720.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0476 / CIP PARKS-JAMES M SEALS PK

CAPITAL PROJECT #: C0476 (20002000-48010) DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-065-20

CONTRACT AMOUNT: \$267,720.00

PROJECT DESCRIPTION: TO REPLACE EXISTING ROOF WITH NEW PVC SINGLE PLY ROOF AT THE JAMES SEALS PARK COMMUNITY CENTER (540 TEXAS STREET).

VENDOR NAME: MID-WESTERN COMMERCIAL ROOFERS, INC.

VENDOR NUMBER: 296248

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y** X **N** ____ ; **5% of the 1st 50%** X or
If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Katie Cassil - Secretary III Date: 8/17/2022

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile, Alabama 36695

City of Mobile Business License Number: 7160
Secretary of State Registration Number: 883-680

for the following Project:
(Name, location and detailed description)

James Seals Park Community Center – Roofing
540 Texas Street
Mobile, Alabama 36603

PR-065-20
For Re-Roofing and Roof Re-Covering of an Existing Community Center

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-1827
And
Roof Asset Management
4950 Woodfield Drive
Millbrook, Alabama 36054

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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1

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 Two Hundred Sixty-Seven Thousand Seven Hundred Twenty and 00/100 Dollars (\$267,720.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$ 257,720.00
Contingency Allowance:	\$ 10,000.00
Total Contract Sum:	\$ 267,720.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 Dollars (\$10,000.00)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
- B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
- C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
- D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
- E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Remove and replace one (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized deck). Include the removal and replacement of 200 square feet of metal deck in the Base Bid.	(SF)	\$12.00
Unit Price #2: Remove and replace one (1) cubic foot of unsuitable structural concrete and replace with rigid insulation of an appropriate thickness. Include the removal and replacement of 100 cubic feet of lightweight concrete in the Base Bid.	(CF)	\$6.00
Unit Price #3: Remove and replace one (1) board foot of rotten or otherwise unsuitable treated wood blocking (minimum 2 x 6 nominal) Include the removal and replacement of 200 board feet of unsuitable wood blocking in the Base Bid.	(BF)	\$5.00
Unit Price #4: Remove and replace one (1) square foot of rotten or otherwise unsuitable tectum decking. Include the removal and replacement of 200 square feet of		

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unsuitable tectum decking in the Base Bid.

(SF)

\$10.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

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- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

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The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Mid-Western Commercial Roofers, Inc. has completed the contract for PR-065-20, James Seal Park Community Center – Roofing, 540 Texas Street, Mobile, Alabama 36603. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

(Paragraph deleted)

☒ Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. Cole Pace
Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile, Alabama 36695
(251) 490-0998
Email: cpace@midwesternroofers.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;

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- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:

Included or	X Not Applicable.
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- I. Underground Hazard:
Included or X Not Applicable.
- J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
- K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
- L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the 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

.8 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%)

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of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Surety licensed with the Alabama Department of Insurance and the Surety's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:

Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

§ 8.9 Health Practices:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

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User Notes:

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Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	ROOF PLAN	
A-2	ROOF DETAILS	
A-3	ROOF DETAILS	
A-4	ROOF DETAILS	
A-5	ROOF DETAILS	

.4 Specifications

Section	Title	Date
DIVISION 1:	GENERAL REQUIREMENTS	
Section 01010	Summary of the Work	
Section 01210	Allowances	
Section 01220	Unit Prices	
Section 01310	Project Management & Coordination	
Section 01330	Submittal Procedures	
Section 01635	Substitution Procedures	
Section 01700	Execution Requirements	
Section 01710	Closeout Procedures	
DIVISION 2:	SITE CONSTRUCTION - NOT USED	
DIVISION 3:	CONCRETE - NOT USED	
DIVISION 4:	MASONRY - NOT USED	
DIVISION 5:	METALS - NOT USED	
DIVISION 6:	WOOD AND PLASTICS	
Division 06100	Rough Carpentry	
DIVISION 7:	THERMAL & MOISTURE PROTECTION	
Section 075419	Polyvinyl-Chloride (PVC) Roofing	
Section 07620	PVC-Coated Flashing and Sheet Metal	
DIVISION 8:	DOORS & WINDOWS - NOT USED	
DIVISION 9:	FINISHES	
Section 09600	Paintings and Coatings	
DIVISION 10:	SPECIALTIES - NOT USED	
DIVISION 11:	EQUIPMENT - NOT USED	
DIVISION 12:	FURNISHINGS - NOT USED	
DIVISION 13:	SPECIAL CONSTRUCTION - NOT USED	
DIVISION 14:	CONVEYING SYSTEMS - NOT USED	
DIVISION 15:	MECHANICAL - NOT USED	
DIVISION 16:	ELECTRICAL - NOT USED	

.5 Addenda, if any:

Number	Date
--------	------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

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User Notes: (1196508250)

12

.6 Other Exhibits:

EXHIBIT 1: OMG Fastener Pull Test Report)

EXHIBIT 2: Barter & Associates Wind Speed Calculations (upper & lower roofs)

EXHIBIT 3: Photos

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):

The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

Init.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:

Contractor: Mid-Western Commercial Roofers, Inc.

OWNER (Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

CONTRACTOR (By Signature)

Daniel Smith, Vice President

(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Daniel Smith as Vice President of Mid-Western and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date. Sworn to and subscribed for me this 8th day of August, 2022.

NOTARY PUBLIC

My Commission Expires:

12.21.2025

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User Notes:

(793724465)

15

EXHIBIT A
SCOPE OF WORK

JAMES SEALS PARK COMMUNITY CENTER

ROOFING

Project # PR-065-20

The work of this contract consists of replacing an existing modified bitumen roof with a new PVC single ply roof, including necessary flashings. A little less than half of the roof will be re-covered; the remainder shall be a complete tear-off, requiring the installation of new rigid insulation.

END OF SCOPE OF WORK

Bond No. NAL1688
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Mid-Western Commercial Roofers, Inc., 7430 Hitt Road, Mobile, Alabama 36695, hereinafter called the Principal, and Merchants National Bonding, Inc., hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of **two hundred sixty-seven seven hundred twenty and no/100 Dollars (\$267,720.00)** for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete James Seals Park Community Center – Roofing (PR-065-20) 540 Texas Street, Mobile, Alabama 36603, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL

Company: Mid-Western Commercial Roofers, Inc.
(Corporate Seal)

By: 
(Signature)

Name and Title: VP Operations

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: 
(Signature)

Name and Title: Samoa A. Prejean, 9744654

Resident Agent: See attached
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

Owner's Representative:

Cassie Boatwright, Director, Real Estate
Asset Management
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Jacob A Crawford; Kelly A Menard; Linda B Carbo; Marian D Laughlin; Nancy M Bernard; R.E. Pool; Samoa A Prejean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of November, 2020.



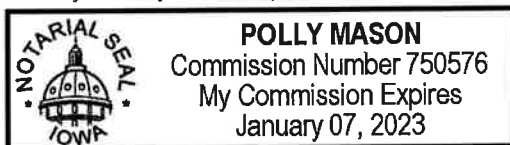
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of November 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary

Bond No. NAL1688
LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , Mid-Western Commercial Roofers, Inc., 7430 Hitt Road, Mobile, Alabama 36695, as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of **two hundred sixty-seven seven hundred twenty and no/100 Dollars (\$267,720.00)** lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Oblige, dated the ____ day of _____, 2022 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete James Seals Park Community Center – Roofing (PR-065-20) 540 Texas Street, Mobile, Alabama 36603, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Samoa A. Prejean, Attorney-In-Fact, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022

CONTRACTOR AS PRINCIPAL

Company: Mid-Western Commercial, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

VP Operations

SURETY

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Samoa A. Prejean, 0744654
Attorney in Fact

Resident Agent: See attached
(Signature)

Name and Title: _____

Company Name: _____

Address: _____

Phone and Fax: _____

Owner's Representative:

Cassie Boatwright, Director, Real Estate
Asset Management
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cory Williams; David P Daniel; Jacob A Crawford; Kelly A Menard; Linda B Carbo; Marian D Laughlin; Nancy M Bernard; R.E. Pool; Samoa A Prejean

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of November, 2020.



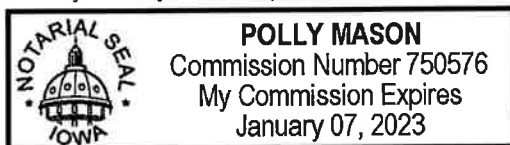
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of November, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2022.



William Warner Jr.
Secretary



Resident Agent Countersignature Laws Have Been Eradicated and Violate the Law in Every U.S. State

The purpose of this short white paper is to inform the reader that resident agent countersignature laws have been eradicated throughout the United States and its territories (with the exception of Guam, where it has not been challenged). Any bid, performance, or payment bond that requires a resident agent countersignature or a resident agent signature violates the law, as such requirements have been held unconstitutional by federal courts throughout the United States and have been repealed by state legislatures. Such requirements impermissibly favor licensed resident agents over licensed non-resident agents. It is not the countersignature requirement that is problematic; it is the requirement that the countersignature must be that of a resident agent that violates the law.

The National Association of Surety Bond Producers (NASBP) and the Surety & Fidelity Association (SFAA) are aware that officials in some state and local agencies are not informed about the illegality of resident agent countersignature mandates. These officials will improperly reject a bid based on lack of a required resident agent countersignature or improperly refuse to accept performance and payment bonds based on lack of a required resident agent countersignature. NASBP and SFAA receive dozens of member requests each year to send comment letters to public agencies that have included the unlawful resident agent countersignature requirement in their surety bonds.

Countersignature laws date back to the early twentieth century when states passed the laws as a consumer protection measure. The regulations requiring non-resident agents to receive sign-off by a local resident agent were originally intended to ensure compliance with local insurance laws. Those regulations also meant that out-of-state agents had to pay local agents for their signatures. By the 1990s, technology made the countersignature laws an anachronism of regulation. The movement to repeal countersignature laws began in the 1990s and ended in 2008 when the Ninth Circuit struck down Nevada's countersignature law. This movement was spearheaded by The Council of Insurance Agents & Brokers.

One of the most well-known cases on this matter is *Council of Insurance Agents and Brokers v. Tom Gallagher*, 287 F. Supp. 2d 1302 (N.D. Fla. 2003), in which the U.S. District Court for the Northern District of Florida struck down a Florida statute that impermissibly favored resident agents. The district court determined that there was no rational basis for a distinction between properly licensed resident agents and non-resident agents and declared unconstitutional the Florida statute at issue that discriminated against Florida-licensed non-resident agents.

Members may want to have the bond forms reviewed to ensure that the bonds do not contain an illegal resident agent signature or countersignature requirement. To clarify, it is permissible for bond forms to contain a licensed (resident OR non-resident) agent countersignature requirement, just not that it be a resident agent.

Since an earlier version of this white paper was first released in October 2018, there has been confusion about the ambit of the term "resident agent" in this white paper. The term "resident agent" in this context refers to resident insurance agents--and NOT to resident agents for purposes of service of process.



Alabama Secretary of State



Mid-Western Commercial Roofers, Inc.	
Entity ID Number	000 - 883 - 680
Entity Type	Foreign Corporation
Principal Address	2235 IRVIN COBB DRIVE PADUCAH, KY 42001
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Kentucky
Formation Date	
Qualify Date	05/05/1983
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/05/1983 Certificate of Formation 2 pgs.
Document Date / Type / Pages	08/08/1983 Registered Agent Change 1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change 1 pg.

Company ID Number: 494647

Approved by:

Employer Mid-Western Commercial Roofers, Inc.	
Name (Please Type or Print) Marcus W Dobert	Title
Signature Electronically Signed	Date 01/25/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/25/2012

Company ID Number: 494647

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Mid-Western Commercial Roofers, Inc.
Company Facility Address	7430 Hitt Road Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	610936572
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 900 E. St. Mary Blvd., Suite 112 Lafayette LA 70503	CONTACT NAME: Kari Sonnier	PHONE (A/C, No. Ext): 13372895000	FAX (A/C, No): 337-235-7772
	E-MAIL ADDRESS: kari_sonnier@ajg.com		
INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company		20508
	INSURER B: Continental Insurance Company		35289
	INSURER C: Transguard Insurance Company of America		28886
	INSURER D: American Zurich Insurance Company		40142
	INSURER E:		
INSURER F:			

COVERAGES	CERTIFICATE NUMBER: 175607661	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7014771771	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	7014771754	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7014877377	5/1/2022	5/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Agg-Products-Complete \$ 4,000,000
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/A	7014771768	5/1/2022	5/1/2023	☒ 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
C	Leased/Rented Equipment	Y		IMP 1000326 01	5/1/2022	5/1/2023	Limit \$350,000
D	Builders Risk			BR74042222	8/3/2022	2/3/2023	Builders Risk Limit \$267,720 Builders Risk Ded \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured on the General Liability, Auto Liability and Umbrella Liability.

Waiver of Subrogation applies to Certificate Holder, as respects to General Liability, Auto Liability, Umbrella Liability, and Workers Compensation policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

General Liability Includes Contractor's Blanket Additional Insured Endorsement with Products Completed Operations Coverage. Contractors General Liability Extension Endorsement (GLEE) includes Per Project Aggregate, Blanket Waiver of Subrogation, Primary and Non-Contributory, Wrap Up Extension, Incidental Healthcare Malpractice, Non-owned Watercraft Coverage (under 55 feet)
See Attached...

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile AL 36695
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Umbrella policy is over General Liability, Auto Liability, and Workers Compensation/Employers Liability policies. Umbrella Policy is Follow Form.

Policies include Primary and Non Contributory endorsement and 30 Days Notice of Cancellation.

Project: PR-065-20 - Re-Roofing and Roof Re-Covering of Existing Community Center
James Seals Park Community Center, 540 Texas Street, Mobile, AL 36603

City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except Workers Compensation, shall be Primary and Non-Contributory with any other Insurance in force or which may be purchased by Additional Insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except for non-payment).



Disclosure Statement

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

**WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER
WITH THE POLICY.**

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.



Disclosure Statement

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

<http://www.zurichnaproducercompensation.com>

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company
and its underwriting subsidiaries.



PAYMENT INSTRUCTIONS

FOR THE ZURICH BUILDERS RISK INSURED

Thank you for trusting the Builders Risk Plan insured by Zurich for your construction project.

The following policy is not your invoice. A separate premium invoice for your Zurich Builders Risk policy will be mailed directly to you within 48 hours after being issued by your agent. The premium invoice will be addressed from US Assure, the exclusive program administrator and services provider for the Builders Risk Plan insured by Zurich.

To help ensure no lapse in coverage occurs, payment for your policy should be remitted to US Assure at the following address by the due date shown on the invoice:

**US Assure
P.O. Box 935597
Atlanta, GA 31193-5597**

For billing-related support, contact our dedicated team at (855) 872 - 7787 Monday through Friday, 7:30 a.m. to 7:30 p.m. Eastern time.

Your insurance agent or broker continues to be your primary contact for policy servicing and general inquiries.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

☒ **New Policy** **BR74042222**
☐ **Renewal of**
☐ **Rewrite of**

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.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Mid-Western Commercial Roofers, Inc.
7430 Hitt Road
Mobile, AL 36695

2. Producer Information:

A Name: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
PO BOX 51187
LAFAYETTE, LA 70505
B Telephone # +1 337 289 5032
C Fax #
D Zurich Producer # 02077022
E Field Office Name
F Field Office Code

3. Policy Period – From: 08/03/2022 **To:** 02/03/2023
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other
5. Limits of Insurance (either One-Shot or Reporting Form as indicated below)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure \$
B) All covered property at all locations \$
C) Rate Per Report
D) Premium Per Report
E) Total Taxes and Surcharges Per 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
540 Texas St
Mobile, AL 36603

New Construction

A) Any one building or structure \$ 267,720
B) All covered property at all locations \$ 267,720
(same as A unless otherwise noted)

Remodeling

D) Renovations and improvements \$ See new construction
E) Existing buildings or structures \$

F) Rate \$ 0.291
G) Premium \$ 779.00
H) Total Taxes and Surcharges \$ 0.00
(per attached endorsement)

I) **Total Fully Earned Policy Premium** \$ 779.00
(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: _____ Date _____ By: _____ Authorized Representative

FM-170001 (04-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

POLICY NUMBER BR74042222	POLICY CHANGES EFFECTIVE From 08/03/2022 To 02/03/2023	COMPANY American Zurich Insurance Company
NAMED INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695		AUTHORIZED REPRESENTATIVE ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. PO BOX 51187 LAFAYETTE, LA 70505
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES Additional Insured: City of Mobile PO Box 1827 Mobile, AL 36633-1827 Additional Insured: Architectural Engineering Department PO Box 1827 Mobile, AL 36633 Additional Insured: Roof Asset Management 4950 Woodfield Drive Millbrook, AL 36054		

Authorized Representative Signature

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74042222

Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)

LIMIT OF INSURANCE

a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	\$ 50,000
Re-erection Of Scaffolding	\$ 25,000
c. Debris Removal	\$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	\$ 25,000
e. Fire Department Service Charge	\$ 25,000
f. Valuable Papers And Records	\$ 50,000
g. Pollutant Clean-Up And Removal	\$ 25,000
h. Ordinance Or Law – Direct Damage	Included
Loss To The Undamaged Portion Of The Building	\$ 267,720
Demolition Cost	\$ 267,720
Increased Cost Of Construction	\$ 267,720
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	\$ 267,720
i. Preservation Of Property	Included
j. Rewards	\$ 25,000
k. Property At A Temporary Storage Location	\$ 25,000
l. Property In Transit	\$ 25,000
m. Claim Preparation Expense	\$ 10,000
n. Contract Penalties	\$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ Business Income (HBIS-95)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ Business Income And Extra Expense (HBIS-82)	\$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ Development Or Subdivision Fences, Walls And Signs (HBIS-58)	\$
☐ Expediting Expense (HBIS-93)	\$
☐ Extra Expense (HBIS-92)	\$
☐ Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)	\$
☐ Soft Costs Coverage (HBIS-88)	\$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ Builders Risk Green Building (HBIS-96)	\$
Limit Of Liability	
"LEED® Building Rating"	

Policy Number BR74042222

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Mid-Western Commercial Roofers, Inc.

Effective Date: 08/03/2022

12:01 A.M., Standard Time

Agent Name: ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, **Agent No.:** 02077022

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-80(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

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.

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, tsunamis, 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.



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. Coinsurance** is replaced by the following:

7. Coinsurance

If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No 1.

(This example assumes there is no penalty for underinsurance.)

Deductible	\$1,000
Reported value	\$100,000
"Total Completed Estimated Value"	\$100,000
Amount of loss or damage	\$60,000

a. Limit of Insurance/Total Estimated Completed Value

$$\$100,000/\$100,000 = 1.00$$

b. Amount of loss x percentage in A

$$\$60,000 \times 1.00 = \$60,000$$

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.

Named Storm 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	540 Texas St, Mobile, AL 36603
Loc. #	Address
Named Storm Deductible Percentage: 3 %, subject to a minimum Deductible of \$ 2,500	

For loss or damage caused by "named storm", Section **D. DEDUCTIBLE** is replaced by the following:

The Named Storm Deductible applies to loss or damage to Covered Property caused directly or indirectly by a "named storm".

NAMED STORM DEDUCTIBLE CLAUSE

1. Non Reporting Form

- The Deductible amount will be determined by multiplying the Named Storm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.
- We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of the Named Storm Deductible, up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

2. Reporting Form

- The Deductible amount will be determined by multiplying the Named Storm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.
- We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of that Named Storm Deductible, up to the "total estimated completed value" reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

3. Deposit Premium Form

- The Deductible amount will be determined by multiplying the Named Store Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Named Storm Deductible is calculated separately

for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

- b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Named Storm Deductible. We will then pay the amount of loss or damage in excess of the Named Storm Deductible up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

For the purposes of this endorsement, "named storm" means any storm or weather disturbance caused by or resulting from a specific storm system that has been named by the U.S. National Oceanic and Atmospheric Administration, the U.S. National Weather Service, the National Hurricane Center (NHC), the Central Pacific Hurricane Center (CPHC), or any comparable worldwide equivalent.

All other terms, conditions, provisions and exclusions of this policy remain the same.



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.



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.

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
---------------	---------------	----------------	--------------------

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

POLICY NUMBER BR74042222	POLICY CHANGES EFFECTIVE From 08/05/2022 To 02/03/2023	COMPANY American Zurich Insurance Company
NAMED INSURED Mid-Western Commercial Roofers, Inc. 7430 Hitt Road Mobile, AL 36695		AUTHORIZED REPRESENTATIVE ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC. PO BOX 51187 LAFAYETTE, LA 70505 #02077022
COVERAGE PARTS AFFECTED Builders Risk Coverage		
CHANGES The following premium bearing changes were made to the policy: Additional Premium: \$12.00 The 'Property at a Temporary Storage Location' limit of insurance shown in the Declarations has been increased by the following amount: \$100,000 to now read as follows: \$125,000 Amend Property at a Temporary Storage Location rate to read: \$.008 The 'Property in Transit' limit of insurance shown in the Declarations has been increased by the following amount: \$100,000 to now read as follows: \$125,000 Amend Property in Transit rate to read: \$.004 The 'Policy Premium' shown in the Declarations is amended to now read as follows: \$791.00		

Authorized Representative Signature



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Project Agreement between the City of Mobile, Mobile County, AL, AL Mobile Satchel, LLC, and Realtylink, LLC

Amount of Contract:

\$1,250,000

Effective Date of Contract:

8/30/2022

Funding Source

Project # Topgolf

Discretionary Funds n/a

Project String C0007

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Project Agreement	Resolution Letter	8/18/2022
Project Agreement with City of Mobile, Mobile County, AL Mobile Satchel, LLC, and Realtylink, LLC	Backup Material	8/18/2022
Capital Contract Summary Sheet	Backup Material	8/18/2022
Revised Capital Summary Sheet	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer

Action

Date

Capital Rhodes, Brenda

Approved

8/18/2022 - 2:28
PMMayors
Office Barber, James

Approved

8/18/2022 - 3:02
PM

2022

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, the Project Agreement between the City of Mobile (“City”), Mobile County, AL Mobile Satchel, LLC, and Realtylink, LLC, and to sign any agreements or other documents in connection with the Project Agreement, and to perform all acts necessary in connection with the Project Agreement, as outlined in the Project Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Project Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

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PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is made and entered into as of August ___, 2022 (the “Effective Date”) by and among **MOBILE COUNTY**, a body corporate, politic and a political subdivision of the State of Alabama, by and through the Mobile County Commission (the “County”), the **CITY OF MOBILE**, an Alabama municipal corporation (the “City”), **AL MOBILE SACHEL, LLC**, an Alabama limited liability company (the “Developer”), and **REALTYLINK, LLC**, a South Carolina limited liability company (the “Guarantor”). The County, the City, the Developer and the Guarantor are each a “Party” to this Agreement and are collectively referred to as the “Parties.” The County and the City are sometimes referred to collectively as the “Governmental Parties.”

RECITALS

WHEREAS, the Developer has acquired a thirteen (13) acre site in the City (the “Site”) and intends to redevelop the Site for commercial use; and

WHEREAS, the Site currently includes a building which previously served as a movie cinema and occupies a high traffic and high visibility site near Interstate 65 and Government Street; and

WHEREAS, the Developer has secured Topgolf, a world class golf entertainment operator, as the primary tenant (the “Tenant”) on the Site and intends to fully redevelop the Site and to construct a new venue concept for the Tenant. This facility will occupy +/- nine-and-one-half (9.5) acres of the Site and will represent an investment of approximately Twenty-Two Million Dollars (\$22,000,000.00) while creating approximately one hundred and fifty (150) full-time and part-time jobs (the “Project”); and

WHEREAS, this Project will be a regional destination as a world class golf entertainment venue, will complement and support the Mobile community, will strengthen the tax base and create jobs at a currently underutilized location; and

WHEREAS, the Project will include one of the first of its kind venue format, and will be family friendly and community focused; and

WHEREAS, the new facility will include sixty (60) hitting bays housed in a multi-story building and will include state of the art golf ball tracking technology, surface targets, mini-golf, and outdoor patio area, along with full service restaurant and bar (the “Facility”); and

WHEREAS, in reliance on the Developer’s representations of the total capital investment and employment for the Project as described herein, and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the County, the City, and their citizens, the County and the City have committed to making available to the Developer certain Incentives in the manner and amounts described herein, subject to existing law, as presently interpreted and construed; and

WHEREAS, pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the applicable laws of the State of Alabama, for the purposes referenced herein, the County, the City, the Developer, and the Guarantor have delivered this Agreement.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

AGREEMENT

1. Scope of Agreement. This Agreement fully sets out the complete agreement of the Parties. This Agreement includes the facts, averments and representations set out in the Recitals, as well as all exhibits, attachments or appendices attached hereto or referenced herein, all of which are hereby incorporated by reference.

2. The Developer's Commitments, Representations and Warranties. In consideration of the County and City providing the Incentives described herein, the Developer makes the following commitments to the County and City:

(a) The Developer acknowledges that the citizens of the County and City anticipate the prompt receipt of substantial economic benefit to the local economies in return for the investment of public money in the Project.

(b) In furtherance of the Project, the Developer represents and warrants that the capital investment required for the Project will be approximately \$22,000,000.00 for the construction, equipping, furnishing, and other capitalized expenditures, in order to make improvements for and otherwise provide for the operation of the Project and to secure the Tenant as the lessee and operator of the Project.

(c) In furtherance of the Project, the Developer represents and warrants that at least 150 Project Employees (the "Jobs Target") will be hired for the Project not later than June 30, 2024 (the "Jobs Target Date").

(d) The Developer and Tenant shall give good faith consideration to County-based contractors and vendors and County and City residents to provide products and services in constructing, equipping, and operating the Project. The Developer and Tenant shall use commercially reasonable efforts to ensure that contractors and vendors selected for the Project are in good standing, licensed, and qualified to do business in Alabama, all in accordance with Alabama law. Notwithstanding the foregoing, the Parties acknowledge that selection of contractors and vendors for the Project shall be at the sole discretion of the Developer and the Tenant.

(e) The Developer acknowledges and agrees that the City and the County, as a matter of public policy, encourages minority-owned and disadvantaged business entity participation. It is the intent of the Developer and the Tenant to endeavor to provide equal access to minority-owned and/or disadvantaged business entities that desire to provide products and services related to the Project. Notwithstanding the foregoing, the Parties acknowledge that selection of vendors providing products and services for the Project shall be at the sole discretion of the Developer and the Tenant.

(f) The Developer shall cause the Tenant to give good faith consideration for employment at the Project to qualified County and City residents, subject in all cases to the Tenant's then usual and customary hiring policies. Notwithstanding the foregoing, the Parties

acknowledge that selection, hiring, and termination of employees for the Project shall be at the sole discretion of the Tenant.

(g) The Developer has made available adequate funding to complete the development and construction of the Project and fund the initial operations of the same.

(h) The Developer and its Tenant are in good standing, licensed and qualified to do business in Alabama, all in accordance with Alabama law, and shall remain licensed, qualified, in good standing and in material compliance with all Alabama laws applicable to its operations throughout the duration of this Agreement including any applicable employment and immigration laws.

(i) By signing this Agreement, the Developer affirms, for the duration of the Agreement, that neither the Developer nor the Tenant will knowingly violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State. Furthermore, if the Developer, or the Tenant, is found to be in violation of this provision, it shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.

(j) The Developer has committed to lease the Project to the Tenant to operate for the duration of this Agreement subject to the provisions set forth herein.

(k) Neither the Developer, nor the Tenant, is prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(l) The Developer has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Developer's board of directors, officers, managers, trustees or any other persons is required under either the organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Developer to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been, or will be prior to the transfer of the Incentives, duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, reasonable documentation of the foregoing authority and action shall be provided by the Developer. The Developer's legal counsel, upon reasonable request by the County and/or City, shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 2(h) and Section 2(k).

(m) The Developer agrees to use commercially reasonable efforts to endeavor, in good faith, to achieve the following goals in its development and operation of the Project:

(1) All contractor and subcontractor awardees shall be equal opportunity employers;

- (2) Fifty percent (50%) of all newly hired employees post-opening are to be local residents with the exception of certain back-office operations that require the relocation of personnel.

Within sixty (60) days after the later of (i) the anniversary date of this Agreement and (ii) the date the Facility is open to the public for business, the Developer agrees to provide, or cause to provide, a one-time report to the Mobile Area Chamber of Commerce's Economic Development Department (the "Chamber") describing the progress of its efforts to endeavor to achieve the goals set forth in subsections referenced above. During the balance of the Jobs Maintenance Period (as defined in Section 6 hereof), the Developer will further endeavor to provide similar reports upon the written request of the Chamber.

3. The Guarantor's Commitments, Representations and Warranties. In consideration of the County and City providing the Incentives described herein, the Guarantor makes the following commitments to the County and City:

(a) The Guarantor acknowledges and agrees that this Agreement is valid, binding and enforceable against the Guarantor.

(b) The Guarantor acknowledges and agrees that the Incentives provided to the Developer are contingent upon the fulfillment of certain commitments of the Developer and the Tenant as described herein (the "Commitments").

(c) The Guarantor acknowledges and agrees that, pursuant to Section 7 of this Agreement, the Developer is obligated to make certain payments to the County and/or the City, as applicable, in connection with the Developer's and/or the Tenant's failure to meet the Commitments.

(d) The execution, delivery and performance by the Guarantor of this Agreement does not and will not conflict with or result in a breach of the terms or provisions of any indenture, agreement or instrument to which the Guarantor is a party, or by which the Guarantor is bound, or to which the Guarantor is subject, or constitute a default thereunder.

(e) The Guarantor is not prohibited from consummating the transactions contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

(f) The Guarantor has the legal power and authority to enter into this Agreement and to make the respective commitments made in this Agreement. To the extent that (i) any authorization, approval, resolution or consent of the Guarantor's board of directors, officers, managers, trustees or any other persons is required under either the organizational and/or governing documents or otherwise is required by law and (ii) that any authorization, approval or consent of any governmental authority, body, or agency or third party is required for the Guarantor to enter into this Agreement and make the commitments contained in this Agreement, such authorizations, approvals and consents have been, or will be prior to the transfer of the Incentives, duly obtained in accordance with applicable law and procedures. Upon request by the County and/or City, reasonable documentation of the foregoing authority and action shall be provided by the Guarantor. The Guarantor's legal counsel, upon reasonable request by the County and/or City,

shall furnish to the County and/or City an opinion of counsel or other form of documentation reasonably satisfactory as to the matters set forth in Section 3(e) and Section 3(f).

(g) The Guarantor hereby irrevocably and unconditionally, as primary obligor and not merely as a surety, guarantees to the County and the City the due and punctual payment and performance of any and all of the Developer's obligations under this Agreement (the "Guaranteed Obligations"). The Guarantor waives presentment to, demand of payment from and protest to the Developer of any of the Guaranteed Obligations, and also waives notice of acceptance of its guarantee, notice of protest for nonpayment, and notice of acceleration or intent to accelerate the Guaranteed Obligations.

(h) The Guarantor further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the County and/or the City to any collateral held for the payment of the Guaranteed Obligations or to any balance of any deposit account or credit on the books of the County and/or the City in favor of the Developer or any other person.

(i) The Guarantor agrees that if the Guaranteed Obligations are not fully and timely paid or performed according to the tenor thereof, whether by acceleration or otherwise, the Guarantor shall immediately upon receipt of written demand therefor from either the County or the City pay all amounts due or performance obligations hereby guaranteed in like manner as if the obligations constituted the direct and primary obligations of the Guarantor. The Guarantor shall not have any right of subrogation as a result of any payment or performance hereunder or any other payment made or performance by the Guarantor on account of the amounts or obligations due hereunder, and the Guarantor hereby waives, releases and relinquishes any claim based on any right of subrogation, any claim for unjust enrichment or any other theory that would entitle the Guarantor to a claim against either the County or the City based on any payment made or performance hereunder or otherwise on account of the amounts or obligations due hereunder.

4. Representations and Warranties of the County and the City. The City and County, respectively, hereby represent and warrant as follows:

(a) The City is duly organized as a municipal corporation under the laws of the State of Alabama and is not in default under any of the provisions contained in its charter.

(b) The City and County have corporate power and authority to enter into this Agreement pursuant to the applicable law and to carry out its obligations hereunder.

(c) By proper corporate action, the City and County, respectively, have duly authorized the execution, delivery, and performance of this Agreement.

(d) The execution and delivery by the City and the County of this Agreement and the consummation by it of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time or both) a default under its charter or any agreement, instrument, order or judgment to which it is a party or is subject.

(f) There is no action, suit, proceeding, inquiry or investigation pending before any court or governmental authority, or threatened against the City or the County or affecting it or its

properties, that (1) involves the consummation of the transactions contemplated by, or the validity or enforceability of, any of this Agreement, or (2) could have a materially adverse impact upon its financial condition or operations.

(g) The development of the Project for the purposes set forth in this Agreement will result in direct economic benefits to the City.

(h) The City further represents and warrants the following:

(i) To process in an efficient and expeditious manner all applications for licenses, zoning permits, subdivisions, utilities, and related municipal approvals relating to the Project.

(ii) To provide all public services, consistent with services provided to others similarly situated, such as police and fire services, for the benefit of the Project at a cost to the Developer not in excess of the usual and customary cost of the City providing such services to the public.

5. Commitments of the County and the City. In consideration of the Developer undertaking the Project and the economic benefit to the County, City, and local community to be realized from the Project:

(a) County Cash Incentive. The County shall make available to the Developer One Million, Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) (the “County Cash Incentive”) to reimburse the Developer for costs and capital expenses incurred in leasing, developing, constructing, and equipping the Project.

(b) Payment of the County Cash Incentive. The County shall transfer the County Cash Incentive to the Developer at such time as the Developer provides the County with proof of closing the Developer’s construction loan in support of the Project (the “Construction Loan Close”), certified by an authorized officer of the Developer. Payment under this Section 5(b) shall be in accordance with and subject to the provisions of Section 7.

(c) City Cash Incentive. The City shall make available to the Developer One Million, Two Hundred Fifty Thousand and No/100 Dollars (\$1,250,000.00) (the “City Cash Incentive”) to reimburse the Developer for costs and capital expenses incurred in leasing, developing, constructing, and equipping the Project.

(d) Payment of the City Cash Incentive. The City shall transfer the City Cash Incentive to the Developer at such time as the Developer provides the City with proof of the Construction Loan Close, certified by an authorized officer of the Developer. Payment under this Section 5(d) shall be in accordance with and subject to the provisions of Section 7.

6. Annual Compliance During the Jobs Maintenance Period. The Developer acknowledges that the Incentives offered by the County and City hereunder are based, in part, on the estimated economic impact that will be realized from the capital investment, additional payroll and jobs created by the Project, and that those benefits are justified only if the Developer and its Tenant materially fulfill the commitments as described herein. Annual compliance is required

during the five (5) Reporting Years immediately following the date on which the Tenant Commences Operations (the “Jobs Maintenance Period”). Within thirty (30) days after the annual anniversary of the date on which the Tenant Commences Operations, the Developer or its acceptable assignee shall furnish to the County a Certificate of Compliance certifying the Employment Level of the Project for the previous twelve full calendar months. Within thirty (30) days after the annual anniversary of the date on which the Tenant Commences Operations, the Developer, or its acceptable assignee, shall furnish to the City a Certificate of Compliance certifying the Employment Level of the Project for the previous twelve full calendar months. The County and/or City may require the Developer to provide such other documentation which the County and/or City deems reasonably necessary to confirm the Tenant’s certification.

7. Recapture of the County Cash Incentive and the City Cash Incentive. The Developer acknowledges that the Incentives offered by the Governmental Parties are based, in part, on the estimated economic impact that will be realized from the opening of the Project and the additional payroll and jobs created by the Project, and that those benefits are only justified if the Developer and its Tenant fulfill their respective commitments as described herein.

(a) *Recapture from the Developer for Tenant’s Failure to Commence Operations.* The Developer is subject to recapture of the County Cash Incentive and the City Cash Incentive as follows:

- (i) If Tenant fails to Commence Operations at the Project on or before June 30, 2024, the Developer or the Guarantor shall pay to each of the County and the City a fee equal to \$250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2024.
- (ii) If the Tenant fails to Commence Operations at the Project on or before June 30, 2025, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to \$250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2025.
- (iii) If the Tenant fails to Commence Operations at the Project on or before June 30, 2026, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to \$250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2026.
- (iv) If the Tenant fails to Commence Operations at the Project on or before June 30, 2027, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to \$250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2027.
- (v) If the Tenant fails to Commence Operations at the Project on or before June 30, 2028, the Developer or the Guarantor shall pay to each of the County and the City an additional fee equal to \$250,000, such payments to be tendered to the Governmental Parties no later than July 31, 2028.

(b) *Recapture from the Developer for Cessation of Business.* Notwithstanding anything herein to the contrary, if for any reason whatsoever during the period beginning with the

Commencement of Construction and ending upon the expiration of the Jobs Maintenance Period, the Developer substantially abandons the construction of the Project or the Tenant permanently closes the Project or relocates substantially all of its operations conducted at the Project to a location outside of the City (each such event constituting a “Cessation of Business”), then within thirty (30) days after the occurrence of the Cessation of Business, the Developer shall be given the opportunity to meet with the County and City to discuss the reasons therefor. If following such meeting the City and County make written demand to the Developer, the Developer or the Guarantor will pay to the Governmental Parties in immediately available funds an amount equal to the County Cash Incentive and the City Cash Incentive actually received by the Developer, as applicable, less the total of any payments theretofore received by the Governmental Parties from the Developer pursuant to this Section 7.

(c) *Recapture of the County Cash Incentive from the Developer.* In the event that the Tenant does not meet the Yearly Average Target by the Jobs Target Date, the County will be entitled to the payment by the Developer or the Guarantor of an amount equal to all or a portion of the County Cash Incentive based on the difference between the actual number of Project Employees and the Yearly Average Target. In such case, the amount of the County Cash Incentive will be divided by the number of years of the Jobs Maintenance Period to obtain the “Prorated County Cash Incentive Amount.” The Prorated County Cash Incentive Amount will then be divided by the applicable Yearly Average Target to determine the “Per-Job County Cash Incentive Amount.” The Per-Job County Cash Incentive Amount will then be multiplied by the amount by which the actual number of Project Employees is less than the number of Project Employees required by the Yearly Average Target to determine the amount to be paid to the County for the Tenant’s failure to reach the Yearly Average Target by the Jobs Target Date. Such amount will be remitted to the County by the Developer or the Guarantor in immediately available funds within thirty (30) days after the Developer receives written demand therefor from the County.

(d) *Recapture of the City Cash Incentive from the Developer.* In the event that the Tenant does not meet the Yearly Average Target by the Jobs Target Date, the City will be entitled to the payment by the Developer of an amount equal to all or a portion of the City Cash Incentive based on the difference between the actual number of Project Employees and the Yearly Average Target. In such case, the amount of the City Cash Incentive will be divided by the number of years of the Jobs Maintenance Period to obtain the “Prorated City Cash Incentive Amount.” The Prorated City Cash Incentive Amount will then be divided by the applicable Yearly Average Target to determine the “Per-Job City Cash Incentive Amount.” The Per-Job City Cash Incentive Amount will then be multiplied by the amount by which the actual number of Project Employees is less than the number of Project Employees required by the Yearly Average Target to determine the amount to be paid to the City for the Tenant’s failure to reach the Yearly Average Target by the Jobs Target Date. Such amount will be remitted to the City by the Developer or the Guarantor in immediately available funds within thirty (30) days after the Developer receives written demand therefor from the City.

(e) Notwithstanding anything herein to the contrary, the maximum amount of payments pursuant to this Section 7 that the County may request from the Developer or the Guarantor will be the amount of the County Cash Incentive actually paid to the Developer, and the maximum amount of payments pursuant to this Section 7 that the City may request from the Developer or the Guarantor will be the amount of the City Cash Incentive actually paid to the Developer.

(f) The right of the Governmental Parties to be paid by the Developer or the Guarantor an amount up to the County Cash Incentive and the City Cash Incentive actually received by the Developer, as applicable, pursuant to this Section 7, will survive the termination of this Agreement and will end upon the expiration of the Jobs Maintenance Period.

8. Grounds for Termination of the Obligations of the County and City. The obligations of the County and/or City hereunder may be terminated by the County and/or City, as applicable, by providing written notice to the Developer and Tenant, upon the occurrence of any of the following events:

(a) Failure of the Developer or the Tenant to file any Certificate of Compliance that is required by the terms of this Agreement. After any such failure, the County and/or City shall provide thirty (30) days written notice and provide a commercially reasonable opportunity to cure before declaring a default.

(b) The reasonable determination by the County and/or City that any representations made by the Developer or its agents to induce the County or City or any agency or subdivision thereof to offer incentives to the Project pursuant to this Agreement are not true in any material respect.

(c) Notwithstanding the forgoing, any such deadline, or cause for termination, shall be extended automatically to the extent that the Developer is prevented or hindered from providing such proofs, reports or certificates due to any of the following causes beyond the Developer's commercially reasonable control: (1) acts of God; (2) flood, fire, or explosion; (3) war, invasion, riot, or other civil unrest; (4) governmental order or law or action by any governmental authority; (5) actions, embargoes or blockades in effect on or after the date of this Agreement; (6) declared national or regional emergency; (7) strikes, labor stoppages, or significant industrial disturbances; (8) shortage of adequate power or transportation facilities; or (9) capital market disruptions.

9. Costs and Expenses. Each Party agrees to pay its own costs and expenses incurred in connection with the proposals, responses, and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals for this Agreement or otherwise.

10. Assignment. This Agreement is not assignable, except that the Developer shall have the right at any time to assign this Agreement or any part hereof if such assignment is part of a transfer of substantially all of the Developer's assets related to the Project. In the event of such assignment, the Developer shall give the County and City written notice at least ten (10) days prior to the effective date of such assignment. Any assignee must agree in writing to assume the obligations of the Developer under this Agreement. In the event of such an assignment, the Guarantor hereby agrees to continue to be responsible for guaranteeing the Guaranteed Obligations unless specifically excused therefrom by the County and/or the City, to be expressed in writing and signed by an authorized representative of the County and/or the City, as applicable. The above-mentioned notice must contain sufficient documentation to satisfy the County and/or City that the proposed assignee has agreed to perform all obligations required of the Developer under this Agreement. In the absence of written notice by the Developer that meets the requirements above,

the Agreement shall not be assignable. Nothing herein shall prohibit the assigning this Agreement through a merger or otherwise by operation of law.

11. Further Assurances. The County and City each agree to do all things and take all actions permitted by law required by this Agreement. The Developer and the Guarantor each agree to do all things and take all actions permitted by law required by this Agreement.

12. Section Titles and Headings. The section titles and headings of this Agreement are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

13. Survival of Representations and Warranties. The representations, warranties, and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties, and covenants relate.

14. Waivers. Waiver of any of the obligations of any Party under this Agreement will be effective only when stated in writing and signed by the waiving Party. No delay or omission to exercise any right or power by any Party shall be construed to be a waiver. In the event any provision is waived by a Party, such waiver shall not be deemed to waive any other provision. To the extent that any Party's performance is subject to any regulatory or governing body approvals or requires approval by qualified electors under applicable law, that Party or those Parties shall have no obligation to perform and shall not be liable for non-performance, unless and until such regulatory or governing body approves or authorizes such performance, or such approval of the qualified electors is obtained; provided, however, all Parties affected shall use their best reasonable efforts to secure such approval or authorization.

15. Time is of the Essence. The Parties acknowledge and agree that time is of the essence in the performance of their respective duties under this Agreement.

16. Notices. All notices required by, or arising out of, or related to this Agreement shall be sent by United States Mail, first class postage affixed, addressed to the receiving Party as described below:

To the County:

Glenn L. Hodge, County Administrator
Mobile County Commission
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Glenn.Hodge@mobilecountyal.gov

With a copy to:

Jay M. Ross, County Attorney
Mobile County Commission
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1001
Jay.Ross@arlaw.com

To the City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:
Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:
Britton Bonner, Esq.
Adams and Reese LLP
11 North Water Street, Suite 23200
Mobile, Alabama 36602

To the Developer:

[AL Mobile Satchel, LLC]
[]
[]
Attn: [John Whitson]

With a Copy to:
[]
[]
[]
[]
Attn: []

To the Guarantor:

RealtyLink, LLC
[]
[]
Attn: John Whitson

With a Copy to:
[]
[]
[]
[]

Attn: [_____]

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 16.

17. Certain Definitions. For the purposes of this Agreement, the following terms shall have the meanings set out in this Section 17:

“Annual Update” shall have the meaning set forth in Section 2(m) hereof.

“Certificate of Compliance” shall be in the form attached hereto as **Exhibit B.**

“Cessation of Business” shall have the meaning set forth in Section 7(b) hereof.

“City” shall have the meaning set forth in the Preamble hereof.

“City Cash Incentive” shall have the meaning set forth in Section 5(c) hereof.

“Commence Construction” or “Commencement of Construction” means the first date that physical work is being performed, using appropriate equipment and manpower, to install necessary infrastructure to accomplish the objectives of the Project, and construct and equip the Facility.

“Commence Operations” or “Commencement of Operations” means the first date that both (a) the Facility has been issued a certificate of occupancy following application therefor by the Developer and/or the Tenant from the appropriate governmental authority, and (b) the Facility is open for business to the public.

“Commitments” shall have the meaning set forth in Section 3(b) hereof.

“County” shall have the meaning set forth in the Preamble hereof.

“County Cash Incentive” shall have the meaning set forth in Section 5(a) hereof.

“Developer” shall have the meaning set forth in the Preamble hereof.

“Effective Date” shall have the meaning set forth in the Preamble hereof.

“Employment Level” shall mean the Yearly Average of Project Employees.

“Facility” shall have the meaning set forth in the Recitals hereof.

“Guaranteed Obligations” shall have the meaning set forth in Section 3(g) hereof.

“Guarantor” shall have the meaning set forth in the Preamble hereof.

“Incentives” shall mean, collectively, the County Cash Incentive and the City Cash Incentive.

“Indemnified Parties” shall have the meaning set forth in Section 18 hereof.

“Jobs Maintenance Period” shall have the meaning set forth in Section 6 hereof.

“Jobs Target” shall have the meaning set forth in Section 2(c) hereof.

“Jobs Target Date” shall have the meaning set forth in Section 2(c) hereof.

“Per-Job City Cash Incentive Amount” shall have the meaning set forth in Section 7(d).

“Per-Job City Cash Incentive Amount” shall have the meaning set forth in Section 7(c).

“Project” shall have the meaning set forth in the Recitals hereof.

“Project Employee” shall mean a person that is being paid directly by the Tenant for not less than fifteen (15) hours per week, is employed at the Facility, and who the Tenant identifies as its employee to the U.S. Internal Revenue Service or the Alabama Department of Revenue or the Alabama Department of Industrial Relations on returns or reports filed with the foregoing, including but not limited to IRS Form 941. Notwithstanding the above, the term “Project Employee” will not include an employee of a temporary personnel agency or a worker performing construction work on buildings or other structures which are intended to be part of the Project.

“Prorated City Cash Incentive Amount” shall have the meaning set forth in Section 7(d).

“Prorated County Cash Incentive Amount” shall have the meaning set forth in Section 7(c).

“Tenant” shall have the meaning set forth in the Preamble hereof.

“Yearly Average” shall mean an average number calculated on an annual basis for each applicable year. The Yearly Average shall be calculated by adding the total number of Project Employees employed on the 15th day of each month in the applicable year and dividing that sum by twelve (12).

“Yearly Average Target” means eighty-percent (80%) of the Jobs Target for Project Employees, as set forth in Section 2(c).

18. Indemnification. The Developer shall release, save, hold harmless, and indemnify the County and City, their elected officials, officers, employees, and agents (collectively, the “Indemnified Parties”) from and against any and all third party claims arising from the performance of any obligation herein, or arising from or in connection with any activity of the Developer or the Tenant or any of the Developer’s or Tenant’s agents, contractors or employees in connection with the Project, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action against the Indemnified Parties, or any of them individually, by reason of any such claim, and the Developer, upon notice from the County or City, shall defend the same at the Developer’s expense by counsel reasonably

satisfactory to the Developer, as well as, the County and/or City as the case may be. The foregoing indemnity obligation shall include, but is not limited to, indemnification of the Indemnified Parties against any claim for payment brought by any contractor, subcontractor, materialman, supplier, laborer, design professional or the like in connection with work, labor and/or materials supplied in connection with the improvements of the Project. The foregoing indemnity obligation shall survive the expiration or earlier termination of this Agreement for twelve (12) months following such expiration or termination.

19. Entire Agreement; Amendment. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

20. Press Releases. To the extent permitted by applicable law, the County and City each agrees to cooperate fully to coordinate with the Tenant in connection with all press releases and publications concerning the Project.

21. Binding Effect; Change in Law. This Agreement and all terms, provisions and obligations of the Developer and the Guarantor herein are binding upon and shall inure to the benefit of the Developer and its permitted successors and assigns. This Agreement and all terms, provisions and obligations of the County and the City herein are binding upon and shall to the extent provided by the terms of this Agreement inure to the benefit of the County and the City, as the case may be, and all other agencies, departments, divisions, governmental entities, public corporations and other entities acting on behalf of the County or the City. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove from the Project the economic benefit of any Incentives provided hereunder, the County and the City shall enter into good faith discussions for the purpose of seeking a mutually acceptable way, to the extent permitted by law, to provide the Developer either with an exemption from the law as so changed or another incentive having equivalent economic effect to the benefit so lessened or removed.

WHEREFORE, the Parties hereto, intending to be legally bound by the provisions herein set out, have caused this Agreement to be signed and delivered by their duly authorized representatives.

[Remainder of page intentionally left blank]

Signature Page for Project Agreement
by and among AL Mobile Satchel, LLC, RealtyLink, LLC, Mobile County, and the City of
Mobile

DEVELOPER:
AL Mobile Satchel, LLC

By: _____

Name: _____

Title: _____

Date: _____

GUARANTOR:
RealtyLink, LLC

By: _____

Name: _____

Title: _____

Date: _____

**Signature Page for Project Agreement
by and among RealtyLink, LLC, AL Mobile Satchel, LLC, Mobile County, and the City of
Mobile**

ATTEST:

MOBILE COUNTY COMMISSION

Glenn L. Hodge
County Administrator

Connie Hudson, President

Signature Page for Project Agreement
by and among RealtyLink, LLC, AL Mobile Satchel, LLC, Mobile County, and the City of
Mobile

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert
City Clerk

William S. Stimpson, Mayor

EXHIBIT A
CERTIFICATE OF COMPLIANCE

DATE: _____

TO: _____

FROM: AL MOBILE SATCHEL, LLC

RE: PROJECT BIRDIE

PROJECT AGREEMENT DATED: _____

AMOUNT REQUESTED: \$ _____

Pursuant to the Project Agreement for this Project, AL Mobile Satchel, LLC (the “Developer”) hereby requests payment in the amount specified above. Recipient certifies that all conditions for payment under the terms of the Project Agreement have been satisfied and that the expenditures for which reimbursement is being requested qualify for reimbursement under the Project Agreement and that each has been paid either directly by the Tenant or an affiliate thereof. Submitted with this request for payment are invoices or other evidence of documentation of these costs and the payment thereof.

AL MOBILE SATCHEL, LLC

By: _____
Title: _____

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Agreement - Topgolf

CAPITAL PROJECT # C0007 DATE OF RECEIPT 08-18-2022

DEPT. PROJECT # 2500

PROJECT DESCRIPTION Economic Development

CONTRACT AMOUNT \$ 1,250,000.00

VENDOR NAME AL Mobile Satchel, LLC and Realtylink, LLC

VENDOR NUMBER _____

DEPT # _____ DEPT NAME _____

CONTRACT ADMINISTRATOR Robert Holt

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
<u>Performance-Contributed</u>	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: _____ Date _____

Revised 5/16/2022 Tiffany Hollins

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Project Agreement - Topgolf

CAPITAL PROJECT # C0007

DATE OF RECEIPT 08-18-2022

DEPT. PROJECT # 2500

PROJECT DESCRIPTION Economic Development

CONTRACT AMOUNT \$ 1,250,000.00

VENDOR NAME AL Mobile Satchel, LLC and Realtylink, LLC

VENDOR NUMBER _____

DEPT # _____ DEPT NAME _____

CONTRACT ADMINISTRATOR Robert Holt

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

ROW (Acquisitions)

Performance-Contributed Contractual

NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X; 5% of the 1st 50% _____ or If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Becky Bayfield Date 8-18-22

Revised 5/16/2022 Tiffany Hollins



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item-based bid award to Gulf City Cleaners Inc for decontamination and cleaning of MFRD Bunker Gear.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220818 Bunker Decon Agenda Package Bids	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/18/2022 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendor for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5715</u>	MFRD Bunker Gear Decon Cleaning	4	Various, see bid tab	One-year, renewable for two additional one-year periods.	<u>(77005) Gulf City Cleaners Inc</u>

Adopted:

City Clerk

Bid Tab 5715
Bunker Gear Decontamination Cleaning

	Gulf City Cleaner	Servpro of Mobile
Bunder Coat	\$ 14.30	\$ 38.16
Bunker Pants	\$ 11.15	\$ 38.16
Hood	\$ 4.10	\$ 8.50
Gloves	\$ 5.00	\$ 5.00

BID SHEET

This is Not an Order

Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Please quote the lowest price at which you will furnish the articles listed below

This bid must be received and stamped by the Purchasing office not later than: 11:30 AM, Tuesday, August 16, 2022

750

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to ~~reject~~ any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. **If a bid bond is required in the published specifications, see below:**
 Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder **make** every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially **and** economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to **have a Certificate of Authority** to do business in the State of Alabama from the Alabama Secretary of State prior to issuance **of a Purchase Order**. **Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required.** See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

Page _____ of _____

752

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing: Bunker Coat \$ _____ / Each Bunker Pants \$ _____ / Each Hood \$ _____ / Each Gloves \$ _____ / Pair Pricing to be firm for one (1) year from date of award of this bid. At the option of the City of Mobile and the successful Vendor, the award of this bid may be extended for two (2) additional one (1) year periods. TO BE AWARDED ALL OR NONE.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

BUNKER GEAR CLEANING SPECS

Cleaning of Bunker Coats, Pants, Hoods and Gloves

Advanced Cleaning: 500+ coats and pants are to be done according to the NFPA 1851-2014 edition every twelve months – to be spread out over 12 months.

Coats consist of: shell, liner and DRD (drag device)

Pants consist of: shell, liner and suspenders.

Water temp must be no more than 105 degrees Fahrenheit	
Detergent must be odorless and have a ph factor between 6.0 and 10.5	
Machine must be adjusted so the g-force does not exceed 100 g's (90 g's is best)	
Machine should not be overloaded	
Pre-treat heavily soiled or spotted areas	
Separate outer shells from liner and wash independently	
Remove DRD from coats and wash separately	
All closers shall be fastened	
Hoods and gloves to be washed separate from pants and coats	
Inspect after cleaning and where necessary rewash item	

Elements shall be dried in accordance with the NFPA 1851-2014 EDITION STANDARD:

Air Dry:

Air dry in a dark area with good ventilation	
Gear is NOT to be dried in direct sunlight	

Machine Dry:

Not to overload the machine	
Fasten all closures	
To use "no heat" or "air only" option	
If heat must be used, basket temperature is not to exceed 105 degrees Fahrenheit	

After it is dry

Add Cleaning Data to PPE Globe Tracker (we will furnish web site)	
Re-assemble gear, fold and shrinkwrap	
Put in dark plastic bag	
Label bag with item (i.e. pants,coat)	
Label bag with Garment Serial number	
Label bag with Garment Size	

Decontamination Process:

For body fluids or blood a use of Hydrogen peroxide in a 3%- 6oz gallon or 6% - 3oz gallon solution or Lysol Disinfect Unscented only

Wear protective gloves and eye/splash protection	
Take garment apart	
Water temp must be no more than 105 degrees Fahrenheit	
Pre-treat heavily soiled or spotted areas area for a minimum of 15 minutes	
Gently scrub with soft bristle brush	
Thoroughly rinse	
Inspect after cleaning and were necessary rewash	
Then do an Advanced Cleaning as per the above	

CLEANING AND DRYING: (Advanced and Decontamination) shall be done with-in a 24 hr turn around period.

DEPARTMENT HAS THE AUTHORITY TO SPOT CHECK CLEANING FOR COMPLIANCE TO NFPA 1851-2014 EDITION STANDARDS.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cintas Corporation for uniforms for traffic engineering and electrical.

General fund.

Amount of Contract:

\$16,445.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220818 Cintas Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/18/2022 - 2:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

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>13741</u>	2022	(2060) TRAFFIC ENGINEERING	UNIFORMS FOR TRAFFIC ENGINEERING AND ELECTRICAL DEPTS (OMNIA/US COMMUNITIES CCOOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$16,445.00	<u>(033070) CINTAS CORPORATION</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	MASTER AGREEMENT (CONTRACT #R-BB-19002 CONTRACT) U.S. COMMUNITIES/OMNIA GOVERNMENT PURCHASING ALLIANCE DECEMBER 13, 2018 - OCTOBER 20, 2023. LEAD AGENCY: PRINCE WILLIAM COUNTY SCHOOL BOARD (PWCS) MANASSES, VA. S658, PORT AUTHORITY, SUPERPRO OXFORD SHIRT, LONG SLEEVE, COLOR LIGHT BLUE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	14.00 EACH	35.00000	490.00
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Additional Description Notes

SIZE:XXL, QUANTITY: 2
SIZE:X-LARGE, QUANTITY: 4
SIZE:LARGE, QUANTITY: 4
SIZE:MEDIUM, QUANTITY: 4

SEE ATTACHMENT #1 FOR REFERENCE

1	1000.40.20.3005.2062.3005.0000.0000.44020.	490.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
004	S659, PORT AUTHORITY, SHORT SLEEVE SUPERPRO OXFORD SHIRT, COLOR OXFORD BLUE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes ----- SIZE:LARGE, QUANTITY: 1 SEE ATTACHMENT #2 FOR REFERENCE	1.00 EACH	33.00000	33.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			33.00

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 ALEXONDRIA NIXON

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

005	ST655, SPORT-TEK, SIDE BLOCKED MICROPIQUE SPORT-WICK POLO, COLOR TRUE NAVY/WHITE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	6.00 EACH	30.00000	180.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account Additional Description Notes	Qty	Unit Price	Net Price
1	SIZE:3XL, QUANTITY: 1 SIZE:2XL, QUANTITY: 3 SIZE:X-LARGE, QUANTITY: 1 SIZE:MEDIUM, QUANTITY: 1 SEE ATTACHMENT #3 FOR REFERENCE 1000.40.20.3005.2062.3005.0000.0000.44020. Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			180.00
006	K420P, PORT AUTHORITY, HEAVY WEIGHT COTTON PIQUE POLO WITH POCKET COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes	43.00 EACH	33.00000	1419.00

Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORAT	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:3XL, QUANTITY: 5 SIZE:2XL, QUANTITY: 4 SIZE:X-LARGE, QUANTITY: 13 SIZE:LARGE, QUANTITY: 16 SIZE:MEDIUM, QUANTITY: 5 SEE ATTACHMENT #4 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			1419.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	K420P, PORT AUTHORITY, HEAVY WEIGHT COTTON PIQUE POLO WITH POCKET, COLOR STEEL GREY, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes	8.00 EACH	33.00000	264.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	SIZE:X-LARGE, QUANTITY: 8 1000.40.20.3005.2062.3005.0000.0000.44020.			264.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
008	K8000LS, PORT AUTHORITY EZCOTTON, LONG SLEEVE POLO, COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes ----- SIZE:3XL, QUANTITY: 5 SIZE:2XL, QUANTITY: 3 SIZE:LARGE, QUANTITY: 9 SIZE:MEDIUM, QUANTITY: 3 SEE ATTACHMENT #5 FOR REFERENCE	20.00 EACH	35.00000	700.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.3005.2062.3005.0000.0000.44020.			700.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
009	SLDTLB, BULWARK BUTTON FRONT WORK SHIRT WITH REFLECTIVE STRIPING , WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes ----- SIZE:3XL, QUANTITY: 3 SIZE:2XL, QUANTITY: 2 SIZE:X-LARGE, QUANTITY: 5 SIZE:LARGE, QUANTITY: 5 SIZE:MEDIUM, QUANTITY: 2 SEE ATTACHMENT #6 FOR REFERENCE	17.00 EACH	90.00000	1530.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			1530.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 9
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	313-1300-LY, ANSI TYPE R, CLASS 3, LONG SLEEVE T-SHIRT, WITH BLACK COLOR CITY OF MOBILE SCREEN PRINTED EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes ----- SIZE:3-XL, QUANTITY:12 SIZE:2-XL, QUANTITY: 7 SIZE:X-LARGE, QUANTITY: 5 SIZE:MEDIUM, QUANTITY: 2 SIZE:SMALL, QUANTITY: 4 SEE ATTACHMENT #7 FOR REFERENCE	30.00 EACH	17.00000	510.00
1	1000.40.20.3005.2062.3005.0000.0000.44020.			510.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 10

Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
011 313-CNTSELY, ANSI TYPE R, CLASS 3, SHORT SLEEVE T-SHIRT, WITH BLACK COLOR CITY OF MOBILE SCREEN PRINTED EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes ----- SIZE:3XL, QUANTITY: 12 SIZE:2XL, QUANTITY: 6 SIZE:X-LARGE, QUANTITY: 12 SIZE: LARGE, QUANTITY: 10 SIZE:MEDIUM, QUANTITY: 5 SIZE:SMALL, QUANTITY: 3 SEE ATTACHMENT #8 FOR REFERENCE	48.00 EACH	15.00000	720.00
1 1000.40.20.3005.2062.3005.0000.0000.44020.			720.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	CARGO POCKET WORK PANT, CAT-2-PLC 2, FABRIC:EXCEL FR COMFORTOUCH, BLEND:WESTEX ULTRASOFT 9 OZ. 88% COTTON/ 12% NYLON, CARE:HOME AND INDUSTRIAL WASH, PROTECTION: ATPV 12.2 CALORIES/ CM2 (CAT 2), FEATURES:INNER-LINED WAISTBAND WITH HOOK AND BAR CLOSURE, TWO SLACK-STYLE FRONT POCKETS, TWO SET-IN HIP POCKETS, LEFT HIP WITH BUTTON CLOSURE; TWO CARGO POCKETS WITH SNAP CLOSURES, COLOR: NAVY (NV) Additional Description Notes ----- SIZE:48/30, QUANTITY: 7 SIZE:44/32, QUANTITY: 14	112.00 EACH	67.00000	7504.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 12
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:40/34, QUANTITY: 7			
	SIZE:40/32, QUANTITY: 14			
	SIZE:38/32, QUANTITY: 14			
	SIZE:36/32, QUANTITY: 7			
	SIZE:34/32, QUANTITY: 21			
	SIZE:33/34, QUANTITY: 14			
	SIZE:32/34, QUANTITY: 7			
	SIZE:30/32, QUANTITY:7			

SEE ATTACHMENT #9 FOR REFERENCE

1	1000.40.20.3005.2062.3005.0000.0000.44020.	7504.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
ALEXONDRIA NIXON

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

013	ST655, SPORT-TEK, SIDE BLOCKED MICROPIQUE SPORT-WICK POLO, COLOR TRUE ROYAL/WHITE, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	2.00 EACH	30.00000	60.00
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Bill To	Requisition 00013741-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2062.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 13

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORAT	TRAFFIC ENGINEERING
P O BOX 190727	852 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36619	ALEXONDRIA.NIXON@CITYOFMOBILE.ORG
Tel#251-443-7301	Delivery Reference
Fax 251-443-9762	ALEXONDRIA NIXON
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			
	SIZE:3XL, QUANTITY: 2			
	SEE ATTACHMENT #3 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			60.00
	Ship To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	ALEXONDRIA NIXON			
	Deliver To			
	TRAFFIC ENGINEERING			
	852 GAYLE STREET			
	MOBILE, AL 36604			
014	K110LS, PORT AUTHORITY, DRY ZONE, UV MICRO-MESH, LONG SLEEVE POLO, COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW	17.00 EACH	28.00000	476.00
	Additional Description Notes			
	SIZE:4XL, QUANTITY: 5			
	SIZE:3XL, QUANTITY: 2			
	SIZE:2XL, QUANTITY: 4			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 14
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:MEDIUM, QUANTITY: 2 SIZE:SMALL, QUANTITY: 4 SEE ATTACHMENT #11 FOR REFERENCE			
1	1000.40.20.3005.2062.3005.0000.0000.44020.			476.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	K110, PORT AUTHORITY, DRY ZONE, UV MICRO-MESH POLO, COLOR TRUE ROYAL, WITH FULL COLOR CITY OF MOBILE EMBLEM, WITH TRAFFIC ENGINEERING BELOW Additional Description Notes ----- SIZE:3XL, QUANTITY: 4 SIZE:2XL, QUANTITY: 11 SIZE:X-LARGE, QUANTITY: 3 SIZE:MEDIUM, QUANTITY: 5	27.00 EACH	27.00000	729.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 15

Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	SIZE:SMALL, QUANTITY: 4 SEE ATTACHMENT #10 FOR REFERENCE 1000.40.20.3005.2062.3005.0000.0000.44020.			729.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
016	CINTAS 270 CARGO PANT (MEN'S), COLOR NAVY, Additional Description Notes ----- SIZE:44/32, QUANTITY: 3 SIZE:42/32, QUANTITY: 3 SIZE:40/36, QUANTITY: 3 SIZE:40/32, QUANTITY: 6 SIZE:38/36, QUANTITY: 3 SIZE:38/32, QUANTITY: 3 SIZE:38/30, QUANTITY: 6 SIZE:36/34, QUANTITY: 3	45.00 EACH	25.00000	1125.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 16
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE:36/32, QUANTITY: 3			
	SIZE:34/32, QUANTITY: 3			
	SIZE:34/30, QUANTITY: 3			
	SIZE:32/30, QUANTITY: 6			

SEE ATTACHMENT #12 FOR REFERENCE

1	1000.40.20.3005.2062.3005.0000.0000.44020.	1125.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 ALEXONDRIA NIXON

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

017	CINTAS 388 CARGO PANT SUSAN FIT (LADIES), COLOR NAVY	3.00 EACH	25.00000	75.00
	Additional Description Notes			

SIZE:32/30, QUANTITY: 3

SEE ATTACHMENT #12 FOR REFERENCE

1	1000.40.20.3005.2062.3005.0000.0000.44020.	75.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 17
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Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 16445.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.3005.2062.3005.0000.0000.44020.	16445.00	66780.80
ELECTRICAL EXP		
OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/16/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/16/22	DONALD ROSE	Approved by: 9105fola
Approved	08/16/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/16/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/16/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013741-00 FY 2022 Acct No: 1000.40.20.3005.2062.3005.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
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Page 18

Vendor CINTAS CORPORATION DBA CINTAS CORPORAT P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 ALEXONDRIA.NIXON@CITYOFMOBILE.ORG Delivery Reference ALEXONDRIA NIXON Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/05/22	033070				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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

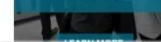
REQUEST CONTRACT
INFORMATION

Lab Coat Dispensing Program



New Case Study

Wayne State University Chemistry Department experienced first hand how important Cintas' Lab Coat Dispensing program can be for students and researchers!



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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

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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

January 4, 2022

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Alabama Community College System
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, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of PO to Technical and Scientific Application Inc for 12 HP z2 G9 SFF workstation desktop computers for MIT.

General fund.

Amount of Contract:

\$16,800.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220818 TSA Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/18/2022 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

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>13907</u>	2022	(5000) INFORMATION TECHNOLOGY	12 HP Z2 G9 SFF WORKSTATION DESKTOP COMPUTERS (AL STATE CONTRACT)	\$16,800.00	<u>(279402)</u> <u>TECHNICAL AND</u> <u>SCIENTIFIC</u> <u>APPLICATION INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013907-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#713-935-1518	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	279402	08/11/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER STATE OF ALABAMA CONTRACT #MA 999 1800000000177 AND YOUR QUOTE #081122. HP Z2 SFF Base Unit G9 450W RCTO 4Y0G1AV Windows 11 Pro 64 Downgrade Win 10 Pro 64 4Q3A1AV, Corporate-Ready Image 7BD14AV OS Localization 4YQ39AV#ABA Intel Core i7-12700 2.10G 25MB 12 cores 65W 4Q365AV 32GB (2x16GB) DDR5 4800 UDIMM NECC Memory 4Q3C0AV No Adapters Needed 289C9AV Operating System Load to M.2 4Q2K7AV HP 512GB PCIe-4x4 2280 Value M.2 Solid State Drive 4Q2M1AV HP USB 320K Keyboard 4Q2P5AV#ABA HP Wired 320M Mouse 4Q384AV 9.5mm DVD-Writer 1st ODD 4Q395AV C13 1. 83m Sticker Conventional Desktop Power Cord 4Q3D5AV#ABA HP Z2 G9 SFF Country Kit 4Q2P7AV#ABA 3/3/3 (material/labor/onsite) warranty 4Q3D2AV#ABA Single Unit (Small Form Factor) HP WKS Packaging 4Q383AV HDMI Port v2 4Q2J8AV HP 3 years NBD onsite Hardware Support w/DMR Workstations U1G55E	12.00 EACH	1400.00000	16800.00
1	1000.10.23.5000.5000.5000.0000.0000.44020.			16800.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013907-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor TSA C/O GE COMM DFC 3821 LORNA RD STE 100 STATE VENDOR ID 412032721-01 BIRMINGHAM, AL 35244 Tel#713-935-1518	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	279402	08/11/22			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference DEEDEE STATES Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 16800.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.44020.	16800.00	163236.91
INFORMATION TECHNOLOGY EXP		
OPERATING SUPPLIES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/12/22	MARK PEARSON	Auto approved by: 91057606
Approved	08/12/22	SCOTT KEARNEY	
Approved	08/17/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	08/17/22	DONALD ROSE	Approved by: 9105fo1a
Approved	08/17/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	08/17/22	JOHN PAINE	Auto approved by: 910516727
Approved	08/17/22	MICHAEL SPAFFORD	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013907-00 FY 2022 Acct No: 1000.10.23.5000.5000.5000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 3

Vendor
 TSA
 C/O GE COMM DFC
 3821 LORNA RD STE 100
 STATE VENDOR ID 412032721-01
 BIRMINGHAM, AL 35244

 Tel#713-935-1518

Ship To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
 DEEDEE STATES

Deliver To
 MIT
 651 CHURCH STREET

 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	279402	08/11/22			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

Authorized By: _____ Date: _____
Signature



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000177

NOT TO EXCEED AMOUNT:

Begin Date: 03/29/2018

Procurement Folder: 527009

Expiration Date: 03/28/2023

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/19/22

Version Number: 5

CONTACT INFORMATION

REQUESTOR:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

ISSUER:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

BUYER:

Jennifer Loretz

334-242-7370

jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

HP Inc. Products & Services

Award Reference: RFB 382 18000000753 terms and conditions are hereby incorporated into and become part of this Master Agreement.

Ship To:

Bill To:

REASON FOR MODIFICATION

5th and final renewal year

VENDOR INFORMATION

Name /Address:

VC000004985: TSA, INC.

1855 Data Drive, Suite 100

Hoover AL 35244

Contact:

Shannon Vinzant

205-421-4934

shannon.vinzant@tsa.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

20400 - COMPUTER HARDWARE AND PERIPHERALS FOR MICROCOMPUTERS

HP Inc. - PCs

HP Inc. Business-Class Computer Manufacturer's Catalog:

Personal Computer (i.e. desktop, workstation, laptop, tablets)

a. (e.g., EliteDesk, Elitebook, ProDesk, ProBook, & ZBook)

21% Discount

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

2046035 - MONITORS, LED

HP Inc. - Monitors

HP Inc. Business-Class Displays, Monitors, & Projectors Manufacturer's Catalog:

HP Inc. Displays, Monitors, & Projectors

a. (e.g., EliteDisplay, Elitebook, ProDisplay, & Z Display Products)

24% Discount

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

20300 - COMPUTER ACCESSORIES AND SUPPLIES, ENVIRONMENTALLY CERTIFIED

HP Inc. - Compatible Computer Accessories

HP Inc. Compatible Business-Class Computer Accessories Manufacturer's Catalog:

Computer Accessories - (e.g. mouse, keyboard, bags, cases, adapters)

16% Discount

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		\$0.000000	\$0.00			\$0.00	\$0.00

96258 - Professional Services (Not Otherwise Classified)

HP Inc. - Technical Services

Technical Services Manufacturer's Catalog:

Technical Services (e.g., installation, maintenance, consulting, training, staging, & deployment)

21% Discount

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

	Document Phase	Document Description	Page 3
180000000177	Final	HP Inc. Products & Services	Total Pages: 4

Purpose:

Establish a contract from the items listed for all state agencies. Contract prices are available to all local governmental agencies and schools.

Catalog items such as cloud-based products and services **ARE NOT** available from this contract.

Default:

When a vendor defaults on a contract/purchase order, the State can procure the goods or services from other sources and hold the vendor responsible for any excess in price/handling. The vendor may be barred from bidding for an indeterminate period per the Code of Administrative Procedure.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be One (1)% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

Freight:

Bid is F.O.B. destination. Any freight charges must be included in the bid prices. Do not include freight as separate line item.

If expedited shipping is requested, those charges may be passed on to the end user. Any expedited rate charges must be substantiated with written documentation from the courier or USPS.

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Quantity:

The exact quantity of purchases for each item listed is not known. Any quantity shown reflects estimated usage only. The Division of Purchasing does not guarantee that the state will buy any amount. Orders will be placed by agencies as needed and will give complete shipping instructions.

Biddable Situation:

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Director as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract. The State reserves the right to bid the financing of a project associated with a purchase made from this contract.

Quote Requirement:

	Document Phase	Document Description	Page 4
180000000177	Final	HP Inc. Products & Services	Total Pages: 4

All quotes to end users shall include the catalog price as well as the discounted price. An awarded vendor may offer volume discounts for large quantity purchases.



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 16 Sonicwave wireless internet access points for MPD.

General fund.

Amount of Contract:

\$24,992.32

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220818 CDW Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/18/2022 - 2:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

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>13887</u>	2022	(1530) POLICE ADMIN SERVICES	16 SONICWAVE 681 WIRELESS INTERNET ACCESS POINTS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$24,992.32	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013887-00 FY 2022 Acct No: 1000.30.15.1530.1530.1530.0000.0000.44020. 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 POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PRINCETTA CRAIG Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/11/22	272932				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER SOURCEWELL CONTRACT #081419-CDW Tech Catalog ITEM: Sonicwall Sonicwave 681 Wireless Access Point 3 Year 802 3Bt PoE Supplier Part No: 6981810 Manufacturer Part No: 03-SSC-0339 Manufacturer Name: Sonicwall Unadvertised Supplier Quote No: 1503:MWSD193 NIGP: UNSPSC: 43222640	16.00 EACH	1530.77000	24492.32
-----	--	---------------	------------	----------

1	1000.30.15.1530.1530.1530.0000.0000.44020.			24492.32
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606
 Delivery Reference
 PRINCETTA CRAIG

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	24492.32
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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



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Alabama Community College System
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, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Toter LLC for garbage cart lids, hinges, and screws.

General fund.

Amount of Contract:

\$79,155.26

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220818 toter Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/18/2022 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

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>13956</u>	2022	(2090B) GARBAGE COLLECTION	TOTER 96GAL GARBAGE CART LIDS, HINGES, AND SCREWS (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$79,155.26	<u>(205975) TOTER LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013956-00 FY 2022 PO 22013066 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Converted	Page 1
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Vendor TOTER LLC P O BOX 5338 STATESVILLE, NC 28687 Tel#704-872-8171 Fax 704-878-0734	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
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Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	1205975				GARBAGE COLLECTION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

TOTER QUOTE # WQ-10243563

PRICING AND PRODUCT OFFERINGS IS BASED ON THE OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) AGREEMENT THROUGH TOTER'S CONTRACT NO. 171717 AS AWARDED BY THE CITY OF TUCSON ON 02-01-2018. PER THE TERMS OF THIS CONTRACT, PRICING AND PRODUCTS ARE EVALUATED EVERY THREE (3) MONTHS FOR PRICE ADJUSTMENTS BASED ON CURRENT MARKET CONDITIONS, AT ANY TIME WITHOUT PRIOR NOTICE, AND AFTER CITY OF TUCSON APPROVAL. THE CURRENT PRICING IS EFFECTIVE 8-1-2022 THROUGH 10-31-2022. TOTER, LLC PRODUCT WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY AND REMEDIES, AND LIMITED WARRANTY PROVISIONS APPLY TO ALL PURCHASES THEREUNDER.

001	MODEL B99796 - TOTER 96 GALLON GEN II LID - OMNIA (2 LID STAMPS) LID COLOR - (200) BLACK AS PER OMNIA TOTER CONTRACT 171717	3780.00 EACH	19.44000	73483.20
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1	1000.40.20.2070.2090.2070.0000.0000.44020.	73483.20
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Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013956-00 FY 2022 PO 22013066 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Converted	Page 2
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Vendor
 TOTER LLC
 P O BOX 5338

 STATESVILLE, NC 28687

 Tel#704-872-8171
 Fax 704-878-0734

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
002	MODEL 5197-00-0000 - STRAP CLAW HINGE FOR LID	7560.00 EACH	0.23000	1738.80
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1738.80
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	5X22 TORX WASHER HEAD PT SCREW, BLACK ZINC	15120.00 EACH	0.04000	604.80
1	1000.40.20.2070.2090.2070.0000.0000.44020.			604.80

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013956-00 FY 2022 PO 22013066 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Converted	Page 3
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Vendor
 TOTER LLC
 P O BOX 5338

 STATESVILLE, NC 28687

 Tel#704-872-8171
 Fax 704-878-0734

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	1205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	FREIGHT	1.00 EACH	3328.46000	3328.46
	Vendor Item Inventory Item/Loc 14009			
1	1000.40.20.2070.2090.2070.0000.0000.44020.			3328.46
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013956-00 FY 2022 PO 22013066 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Converted	Page 4
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Vendor
 TOTER LLC
 P O BOX 5338

 STATESVILLE, NC 28687

 Tel#704-872-8171
 Fax 704-878-0734

Ship To
 PUB WORKS - TRASH
 1900 HURTEL STREET
 BEFORE 2:30 PM
 MOBILE, AL 36605

Deliver To
 PUB WORKS-SOLID WASTE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/12/22	205975				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 79155.26

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	79155.26	399156.53
SANITATION EXP	OPERATING SUPPLIES	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/12/22	KINA ANDREWS	Auto approved by: 910520042
Approved	08/12/22	JAMES DELAPP	Auto approved by: 910520042
Approved	08/12/22	MARC VASSALLO	
Approved	08/17/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/17/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/17/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/17/22	JOHN PAINE	
Approved	08/17/22	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
 Signature



EXPERIENCED * FOCUSED * TRUSTED

Refuse and Recycling Container Solutions and Related Products, Equipment and Services
Executive Summary

Lead Agency: City of Tucson, AZ

Solicitation: #171717

RFP Issued: June 23, 2017

Pre-Proposal Date: July 6, 2017

Response Due Date: July 24, 2017

Proposals Received: 2

Awarded to: Toter, LLC

The City of Tucson, AZ Department of Procurement issued RFP #171717 on June 23, 2017, to establish a national cooperative contract for Refuse and Recycling Container Solutions and Related Products, Equipment and Services.

The solicitation included cooperative purchasing language in the Introduction and Special Terms and Conditions sections of the RFP.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald News, IL
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 24, 2017 proposals were received from the following offerors:

- Toter, LLC
- IPL Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Toter, LLC and proceeding with contract award upon successful completion of negotiations.

The City of Tucson, AZ, National IPA and Toter, LLC successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of October 31, 2017.

Contract includes:

Term:

Initial one year agreement from February 1, 2018 through January 31, 2019 with the option to renew for four (4) additional one-year periods through January 31, 2023.

Pricing/Discount:

- The City of Tucson, AZ award includes a broad menu of options so that each participating agency may customize their carts for the particular needs of their community. Therefore, each project MUST be priced individually. A Toter representative will work with each individual agency to identify the requirements and review the options available to meet those requirements.
- For additional information, please contact your local Toter representative or contact Toter Municipal Sales Division Customer Service at 800-424-0422.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Pages/Contracts-search.aspx?k=toter>

[REGISTER](#)



Toter

Refuse and Recycling Container Solutions and Related Products,
Equipment and Services

Click to expand menu ▼

Overview

Contract Documentation

Contact

Bear-Tough Carts

Toter Organics

Sustainability

Front End Load Containers (FELs)

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered

with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Refuse and Recycling Container Solutions and Related Products, Equipment and Services

City of Tucson, AZ

Contract Number: 171717

February 1, 2018 through January 31, 2019

Option to renew for four (4) additional one-year periods through January 31, 2023

RENEWED THROUGH January 31, 2023

Executive Summary

- [National IPA Executive Summary](#)
- [Tucson Executive Summary](#)
- [Pricing Overview](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Sales Contact Information](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)
- [Contract Amendment 10](#)

- [Contract Amendment 11](#)
- [Contract Amendment 12](#)
- [Contract Amendment 13](#)
- [Contract Amendment 14](#)
- [Contract Amendment 15](#)
- [Contract Amendment 16](#)
- [Contract Amendment 17](#)
- [Contract Amendment 18](#)
- [Contract Amendment 19](#)

Response Evaluation

- [Supplier Response to RFP](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Amendment 1](#)
- [Proof of Publication](#)

Contact Information

Toter, LLC. Customer Satisfaction Department

Email: wqinfo@wastequip.com

Phone: 1-800-424-0422

Toter Inc. Customer Service Dept

PO Box 5338

Statesville, NC 28687-5338

SUPPLIER WEBSITE

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338



Rachel Laurie Riddle
Chief Examiner

January 4, 2022

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Alabama Community College System
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, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Allift Equipment for Genie Z-62/40 articulating boom lift for facility maintenance dept.

General fund.

Amount of Contract:

\$129,900.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220818 Allift Agenda Package POs	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	8/18/2022 - 2:41 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

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>7810</u>	2022	(F7000) MOTOR POOL	GENIE Z-62/40 SELF PROPELLED ARTICULATING BOOM TRUCK FOR FACILITY MAINTENANCE (SEALED BID 5692)	\$129,900.00	<u>(281858) ALLIFT EQUIPMENT</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007810-00 FY 2022 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
--	--	--------

Vendor
 ALLIFT EQUIPMENT
 1111 WEST I-65 SERVICE RD N

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36618

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-479-2909
 Fax 251-479-3372

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/22	281858	03/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	PLATFORM LIFT AS SPECIFIED: GENIE Z-62/40, ANSI/CSA, 49 HP, DEUTZ 029L DIESEL T4F ENGINE, 8 FT PLATFORM, 4 WHEEL DRIVE SELF PROPELLED ARTICULATING BOOM VENDOR TO PROVIDE GENIE LIFT MODEL Z-62/40 AS PER MY BID #5692 AND YOUR QUOTE Additional Description Notes ----- GENIE Z-62/40, ANSI/CSA, 49 HP, DEUTZ 029L DIESEL T4F ENGINE, 8 FT PLATFORM, 4 WHEEL DRIVE SELF PROPELLED ARTICULATING BOOM. REQUESTED BY FACILITY MAINTENANCE C. THOMAS.	1.00 EACH	129900.00000	129900.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP.			129900.00

Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00007810-00 FY 2022 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
---	--	--------

Vendor
 ALLIFT EQUIPMENT
 1111 WEST I-65 SERVICE RD N

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36618

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-479-2909
 Fax 251-479-3372

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/28/22	1281858	03/28/22			MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				129900.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP.	129900.00	228767.72

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	129900.00	66780.80
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	03/28/22	DIANE MCCARTY	
Approved	03/28/22	CHARLES SUMRALL	Auto approved by: 910513661
Forward	03/28/22	JOHN PEAVY	Automatic Forward to 910515803
Approved	03/31/22	KINA ANDREWS	Auto approved by: 910518527
Approved	03/31/22	JAMES DELAPP	
Unknown	08/18/22	JOHN PAINE	
Approved	08/18/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	08/18/22	DONALD ROSE	Auto approved by: 9105paij
Approved	08/18/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	08/18/22	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5692
SELF-PROPELLED ARTICULATING MANLIFT

	ALL-LIFT	ALL AROUND ACCESS
LIFT	\$129,900.00	\$149,905.00

BID SHEET

This is Not an Order

**READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING**

Please quote the lowest price at which you will furnish the articles listed below

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, FRIDAY, June 24, 2022

816

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
 Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 City of Mobile business license required. (See Item 14 on reverse.) All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For additional information, contact: City of Mobile Purchasing Department purchasing@cityofmobile.org . TO BE AWARDED ALL OR NONE					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods
and correct invoice of completed order.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Cory Penn and Mayor William Stimpson

Purpose and Scope of Project:

To approve Change Order for additional \$10,493.00 to Lon Lindquist dba LTS Development Group for Underground Tanks and Piping.

Amount of Contract:

\$10,493.00

Effective Date of Contract:

8/23/2022

Funding Source

Project # Nuisance Abatement - Demolition of
Structure 2775 Springhill Avenue - ME-056-21

Discretionary Funds N/A

Project String N/A

Contract Number:3880

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
Change Order Request For Nuisance Abatement - Demolition of Structure 2775 Springhill Avenue	Backup Material	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	8/18/2022 - 11:31 AM

Capital	Rhodes, Brenda	Approved	8/18/2022 - 12:33 PM
Legal	Gibson, Grant	Approved	8/18/2022 - 12:10 PM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:50 PM
Legal	Gibson, Grant	Approved	8/18/2022 - 12:10 PM

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Municipal Enforcement DEPT. 5510

DATE OF REQUEST: 8/17/2022

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: Lon Lindquist dba LTS Development Group

DISTRICT#: 1 

DEPT. PROJECT#: ME-056-21

REQUEST: Please add / subtract \$ 10,493.00 from Capital Project#/Title:
CO111 / Demolition and Stabilization
to contract# 3880.

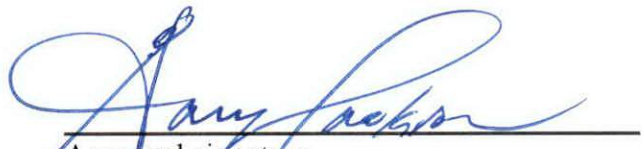
Total amount of Change Order: \$ 10,493.00

Current contract amount: \$ 34,400.00

Revised contract amount: \$ 44,893.00

Comments: _____


Employee signature


Approval signature

JUSTIFICATION FOR CHANGE ORDER



**PROJECT NAME: NUISANCE ABATEMENT – DEMOLITION OF
STRUCTURE**

**PROJECT LOCATION: 2775 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607**

PROJECT #: ME-056-21

BUDGET #: CO111

CONTRACT #: 3880

VENDOR #: 294231

The attached change order number one (1) to contract with **LON LINDQUIST dba
LTS DEVELOPMENT GROUP** dated **August 17, 2022**, is required because of the
following:

- ☒ 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.


Gary Johnson (Aug 17, 2022 11:54 CDT)

Program Coordinator
Municipal Enforcement Department


David Daughenbaugh (Aug 17, 2022 12:50 CDT)

Deputy Director
Municipal Enforcement Department

CITY OF MOBILE
MUNICIPAL ENFORCEMENT DEPARTMENT
P. O. Box 1827
Mobile, AL 36633-1827



PROJECT: NUISANCE ABATEMENT – DEMOLITION
OF STRUCTURE
ADDRESS: 2775 SPRINGHILL AVENUE
MOBILE, ALABAMA 36607

CHANGE ORDER NO.: (1) One

DATE: August 17, 2022

TO CONTRACTOR: LON LINDQUIST dba
LTS DEVELOPMENT GROUP
ADDRESS: 13995 DAUPHIN ISLAND PKWY
CODEN, AL 36523

PROJECT NO.: ME-056-21

TERMS: You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto:

THE CONTRACT IS CHANGED AS FOLLOWS: Underground Tanks and Piping.

Original Contract Sum was	\$34,400.00
Net change by previously authorized Change Orders	\$0.00
Contract Sum prior to this Change Order was	\$34,400.00
Contract Sum will be increased by this change Order in the amount of	\$10,493.00
New Contract Sum including this Change Order will be	\$44,893.00

The Contract time will be Unchanged by zero (0) days.

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

Municipal Enforcement Department

CITY OF MOBILE


David Daughenbaugh (Aug 17, 2022 12:50 CDT)

APPROVED BY (Signature)

David Daughenbaugh, Deputy Director

(Typed Name/Title)

08/17/2022

DATE:

Lon Lindquist dba LTS Development Group

CONTRACTOR


Lon Lindquist (Aug 17, 2022 11:51 CDT)

Signature

Lon Lindquist / Owner

(Typed Name/Title)

08/17/2022

DATE

(Corporate Seal if applicable)

MAYOR (Signature)

Date

ATTEST:

CITY CLERK



MEMORANDUM

TO: Christopher Kern, Assistant City Attorney
Civil Division, City of Mobile Legal Department

FROM: Gary Jackson, Program Coordinator
Municipal Enforcement Department 

DATE: August 16, 2022

SUBJECT: Justification Letter – (Underground Tanks and Piping)
Nuisance Abatement - Demolition of Structure
2775 Springhill Avenue, Mobile, Alabama 36607
Project No. ME-056-21

JUSTIFICATION FOR CHANGE ORDER: Number 1

The original Contract Sum for the subject project is \$34,400.00, which did not include a contingency allowance. Per our site visit held on July 29, 2022, it was discovered the above referenced demolition structure had three (3) underground concrete holding/processing tanks located beneath the slab. These tanks were measured to be approximately (six feet wide by twelve feet long) 6'-0" x 12'-0" and estimated depth at five (5) feet. The concrete wall tanks were full of non-hazardous fluids, and the scope of work will be properly drained and the voided areas will be backfilled as per the specification requirements and leveled with the existing site. Additional loads of base and fill will be required to build-up the site for proper drainage. The slabs tanks were hidden from this department as well as the Contractor when we conducted the initial site visit. The original scope of work required the contractor to remove all footing and slab, however it was impossible to determine the additional work until the demolition of the structure building had begun.

The attached **Change Order Number 1 (one)** will increase the Contract Sum by **\$10,493.00**, for a total contract amount of **\$44,893.00**. Change Order number (1) is for the drainage and removal of underground concrete tanks, piping, soils, adding additional soils as indicated, and backfilled the openings and leveling the site per specification, and the attached quote dated August 15, 2022. It is in the best interest of the City of Mobile to have this additional work done by change order because the Contractor is already mobilized and has provided a competitive price proposal for the additional work. This work would be performed within the original demolition scope of work included in the contract. It would also allow for the inclusion of all work to be under one warranty.

In closing, providing the additional work by Change Order will eliminate additional costs and delays associated with scheduling of more than one prime contractor performing the work in the same areas on the site. The prices have been evaluated and are considered fair and reasonable.

C: James Roberts, David Daughenbaugh, Felicia Glover, file

LTS DEVELOPMENT GROUP
LON LINDQUIST
251-379-5986
LONCOMPLETE@GMAIL.COM
13995 DAUPHIN ISLAND PARKWAY
CODEN AL 36523

August 15, 2022

2 PART CHANGE ORDER FOR 2775 SPRINGHILL AVE , FIRST PART REMOVE COOLING UNITS, PIPING, AND DISPOSE OF QUESTIONABLE DIRT SECOND PART BRING IN ADDITIONAL 10 LOADS, SPREAD AND RESEED

SCOPE OF WORK : PART #1

- DIG UP UNITS AND PIPING AND DISPOSE OF QUESTIONABLE DIRT AND BRING BACK SAME AMOUNT

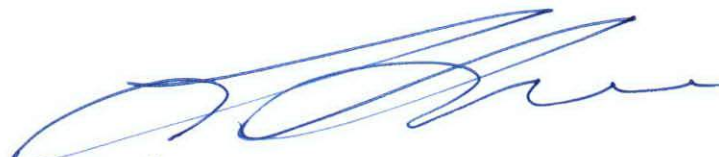
PART #1 INVOICE \$3,400.00

SCOPE OF WORK: PART #2

- 10 ADDITIONAL LOADS OF DIRT 7 BASE /3 TSOIL
QUOTE FROM ESFELLAR \$4,618.00
- SILT FENCE REMOVED AND REPURCHASE AND INSTALL 75 FOOT 450.00
- DOZER TO SPREAD ADDITIONAL DIRT AND GRADE PROPERTY \$1,650.00
- RESEED PROPERTY AFTER DIRT IS SPREAD \$ 375.00

PART #2 INVOICE \$7,093.00

TOTAL CHANGE ORDER \$10,493.00



8-15-2022

RESOLUTION

2022

Sponsored by: Mayor William S. Stimpson

Councilmember: Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

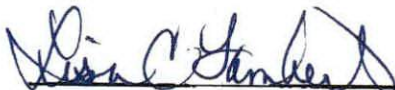
Name of Company: Lon Lindquist dba LTS Development Group

Project Name: Nuisance Abatement – Demolition of Structure
2775 Springhill Avenue

Project Number: ME-056-21

Amount: \$34,400.00

Adopted: JUL 12 2022


City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

3880

PROJECT NAME: Nuisance Abatement – Demolition of Structure

2775 F/K/A 2773 Springhill Avenue, Mobile, Alabama 36605

Project Number; ME-056-21;

PROJECT # C0111

DATE OF RECEIPT _____

PROJECT DESCRIPTION Nuisance Abatement - Demolition of Structure – 2775 F/K/A
2773 Springhill Avenue

CONTRACT AMOUNT \$34,400.00

VENDOR NAME Lon Lindquist dba LTS Development Group

VENDOR NUMBER 294231

DEPT # 5510

DEPT NAME Municipal Enforcement Department

CONTRACT ADMINISTRATOR David Daughenbaugh

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* **Construction**** Non Contractual Performance

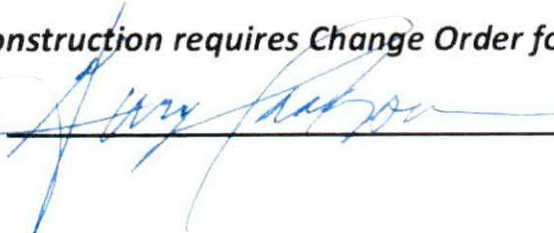
RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ; 5% of the 1st 50% or

If different, indicate special rate _____

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: 

Date 6/30/14



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Jennifer Greene, Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Agreement between the City of Mobile and Kimley-Horn and Associates, Inc., will provide engineering support related to grant proposal development. Scope of work includes assisting the City in identifying, researching, and pursuing grant opportunities, identifying project requirements, development of application materials, cost estimates, evaluation plans, preliminary designs, surveys and geotechnical studies, and participation in grant and project related activities. Agreement amount of \$300,000.00 will be funded with Capital Improvements Fund (2000); Capital Project C0185 Architectural Engineering Projects to be used for Public Works projects.

The purpose of this agreement is to assist City staff in pursuing future grant opportunities, and providing necessary support that aligns with the City's strategic objectives.

Amount of Contract:

\$300,000

Effective Date of Contract:

8/30/2022

Funding Source

Project # C0748

Discretionary Funds N/A

Project String N/A

Contract Number:3965

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
-------------	------	-------------

Cover Letter	Cover Memo	8/16/2022
Resolution	Resolution Letter	8/17/2022
Contract	Backup Material	8/16/2022
Capital Sheet	Backup Material	8/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	8/16/2022 - 6:22 PM
Capital	Rhodes, Brenda	Rejected	8/17/2022 - 8:20 AM
Public Works	Greene, Jennifer	Approved	8/17/2022 - 11:06 AM
Capital	Rhodes, Brenda	Approved	8/17/2022 - 12:33 PM
Legal	Kern, Chris	Approved	8/17/2022 - 12:37 PM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:51 PM



August 16, 2022

Dear Councilmembers:

The attached Agreement between the City of Mobile and Kimley-Horn and Associates, Inc., will provide engineering support related to grant proposal development. Scope of work includes assisting the City in identifying, researching, and pursuing grant opportunities, identifying project requirements, development of application materials, cost estimates, evaluation plans, preliminary designs, surveys and geotechnical studies, and participation in grant and project related activities. Agreement amount of \$300,000.00 will be funded with Capital Improvements Fund (2000); Capital Project C0185 Architectural Engineering Projects to be used for Public Works projects.

The purpose of this agreement is to assist City staff in pursuing future grant opportunities, and providing necessary support that aligns with the City's strategic objectives.

We look forward to continued communication on these important projects. Please call either Jennifer Greene with questions at 251-208-7199 or email at jennifergreene@cityofmobile.org or Lance Slater at 251-208-1037 or email lance.slater@cityofmobile.org

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Kimley-Horn and Associates, Inc.

COM Project Name: Proposal Development and Support MSA

COM Project Number: 2022-2045-07/C0748

Contract Amount: \$300,000.00

ADOPTED: _____

City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and Kimley-Horn and Associates, Inc. ("Consultant").

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement will focus on, but not be limited to, the following: (1) Conceptual drawings, renderings, graphics, and typical sections (2) Conceptual cost estimates and budget information for the proposed project activities (3) and Assistance with grant narrative and application.

The services to be performed by Consultant under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Orders"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

- 2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.
- 2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.
- 2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed \$300,000.00 (Three Hundred Thousand Dollars). Services will be invoiced based on the hourly rates set forth in Attachment D (2022 Fee Schedule).

4 PERIOD OF PERFORMANCE

- 4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until - September 30, 2024_ unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.5 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably

adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional

liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2nd Floor – South Tower, Mobile, Alabama 36604

Attn: Jennifer Greene

CONSULTANT

Kimley-Horn and Associates, Inc.

11 North Water Street, Suite 9290

Mobile, Alabama 36602

Attn: Brock Jones, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

17.9 Nondiscrimination. Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all

contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.”

17.10 Compliance with Alabama Immigration Law. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. “

This Agreement entered into as of the day and year first written above.

City of Mobile:

Consultant:
Kimley-Horn and Associates, Inc.

William S. Stimpson
Mayor, City of Mobile

By: Sarah L. Shearouse

Title: Regional Contracts Lead

Attest:

City Clerk

STATE OF GEORGIA
COUNTY OF FULTON

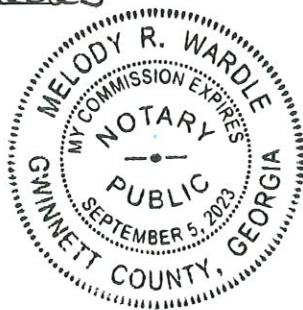
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sarah L. Shearouse as Regional Contracts Lead of Kimley-Horn and Associates, Inc. and after being duly sworn, did depose and say that she, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Regional Contracts Lead.

Sworn to and subscribed for me this 4th day of August, 2022.

Melody R. Wardle
NOTARY PUBLIC

My Commission Expires: 09/05/2023

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Attachment A

TASK ORDER__.

This Task Order is made this the__ day of ____, 20__, by and between The City of Mobile ____ ("City") and ____ ("Consultant") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the __ day of ____, 20__, ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

_____.

3. The Project Schedule is as follows:

_____.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

_____.

CITY

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment B

CHANGE ORDER____.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20____
("Agreement") between the City of Mobile ("City") and _____
("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins. Co.	
		INSURER B : Allied World Assurance Company (U.S.)	
		INSURER C : New Hampshire Ins. Co.	
		INSURER D : Lloyds of London	
		INSURER E :	
		INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 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 ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	☒ 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
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Professional Engineering Services; Brock Jones. The City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile, AL 36604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ATTACHMENT D

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	Rate
Analyst I	\$125 - \$165
Analyst II	\$165 - \$210
Professional	\$210 - \$240
Senior Professional I	\$250 - \$310
Senior Professional II	\$330 - \$390
Senior Technical Support	\$110 - \$275
Technical Support	\$100 - \$160
Support Staff	\$85 - \$140

Effective through September 30, 2024

Internal Reimbursable Expenses will be charged at 5% of Labor Billings

External Reimbursable Expenses will be charged at 15% mark-up, or per the Contract

Sub-Consultants will be billed per the Contract

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Kimley-Horn and Associates, Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of 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.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
- A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
- B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with 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 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 . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web 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;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Kimley-Horn and Associates, Inc (Employer) hereby designates and appoints Parui Biswajit (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:21804

Client Company ID Number:412062

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent Sterling Infosystems	
Name (Please Type or Print) Parui Biswajit	Title
Signature Electronically Signed	Date November 15, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:21804

Client Company ID Number:412062

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Kimley-Horn and Associates, Inc
Company Facility Address	421 Fayetteville St, Ste 600 Raleigh, NC 27601
Company Alternate Address	
County or Parish	Wake
Employer Identification Number	56-0885616
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	0

Company ID Number:21804

Client Company ID Number:412062

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Company ID Number:21804

Client Company ID Number:412062

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Lori Hall
Phone Number	(000) 000-0000
Fax Number	
Email Address	lori.hall@kimley-horn.com

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Proposal Development and Support MSA

PROJECT # 2022-2045-07/C0748

DATE OF RECEIPT 8/11/2022

PROJECT DESCRIPTION Assist City staff with the development of grant and project proposals.

CONTRACT AMOUNT \$300,000

VENDOR NAME Kimley-Horn and Associates, Inc

VENDOR NUMBER 295376

DEPT # 2045

DEPT NAME Programs and Project Management

CONTRACT ADMINISTRATOR Jennifer Greene



Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)* Construction**

Non Contractual

Performance-Contributed Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X ; 5% of the 1st 50% ___ or If different, indicate special rate ___

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: LANICE SLATER

Date 08/11/2022





AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

REBECCA CHRISTIAN, ACCOUNTING

Sponsored by:

MAYOR SANDY STIMPSON

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE SPRING 2024 CUBA EXHIBIT

Amount of Contract:

\$60,000

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE EXPLORE CENTER, INC.	Resolution Letter	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
Legal Gibson, Grant	Approved	8/18/2022 - 2:41 PM
Legal Gibson, Grant	Approved	8/18/2022 - 2:41 PM
Mayors Office Barber, James	Approved	8/18/2022 - 2:51 PM

RESOLUTION

Sponsored by: *Mayor William S. Stimpson*

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a performance contract with **The Explore Center, Inc., d/b/a Exploreum Science Center** in the amount of **\$60,000.00**, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER**, is a non-profit association and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the Contractor's purpose is to encourage excellence in STEM (science, technology, engineering, and math) education and to make the excitement of scientific discovery accessible to the entire Gulf Coast region and;

WHEREAS, the City desires to engage Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **SIXTY THOUSAND DOLLARS AND NO/100 (\$60,000.00)** payable for the period from the execution of this Agreement to September 30, 2022. Said funds will be disbursed in a single payment, which shall result from written requests to be delivered to the City's Accounting Department.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

The funds will be used for the blockbuster Spring 2024 Cuba Exhibit.

The Contractor shall provide to City's Accounting Department an activity report and financial report upon the completion of its services performed under this Agreement. Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, *which such insurance shall name the City of Mobile as an additional insured*, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products, and complete operations.

(1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence

(2) Property damage liability - \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
\$500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence

(2) Property damage liability \$100,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
\$500,000 per occurrence

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants, and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

**City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827**

**Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827**

And to Contractor:

**Explore Center, Inc., d/b/a Exploreum Science Center
Post Office Box 1968
Mobile, AL 36633**

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The contractor agrees that it shall comply with all the requirements of the State of **Alabama Immigration Law** (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to **City of Mobile Ordinance No. 14-034** which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

By signing this Agreement, Contractor represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

Contractor's signatory below represents the she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Contractor: EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER

BY _____
Printed Name: DONALD J. COMEAUX, JR.
Its Authorized Agent

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

Contractor: EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER

BY _____
Printed Name: DONALD J. COMEAUX, JR.
Its Authorized Agent

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as **AUTHORIZED AGENT of EXPLORE CENTER, INC., D/B/A EXPLOREUM SCIENCE CENTER**, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the _____ day of _____, 20_____.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Submitted by:

Jennifer Greene, Programs and Project Management
Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached is a Permanent Drainage Easement for acceptance between the City of Mobile and Board of Water And Sewer Commissioners of The City of Mobile, to provide future construction and maintenance access to the Three Mile Creek Hydrological Restoration project site. The Permanent Drainage Easement will allow the City initial construction access and to properly maintain the creek bed in the future. This continues the current environmental efforts of revitalizing the Three Mile Creek and associated Three Mile Creek Watershed.

Amount of Contract:

N/A

Effective Date of Contract:

8/30/2022

Funding Source

Project # N/A

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	8/16/2022
Resolution	Resolution Letter	8/16/2022
Easement Document	Backup Material	8/16/2022

REVIEWERS:

Department Reviewer		Action	Date
Public Works	Greene, Jennifer	Approved	8/16/2022 - 6:29 PM
Legal	Kern, Chris	Approved	8/17/2022 - 10:01 AM
Mayors Office	Barber, James	Approved	8/18/2022 - 2:53 PM



July 26, 2022

Dear Councilmembers:

Attached to this memo is a Permanent Drainage Easement for acceptance between the City of Mobile and Board of Water And Sewer Commissioners of The City of Mobile, to provide future construction and maintenance access to the Three Mile Creek Hydrological Restoration project site. The Permanent Drainage Easement will allow the City initial construction access and to properly maintain the creek bed in the future. This continues the current environmental efforts of revitalizing the Three Mile Creek and associated Three Mile Creek Watershed.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. Greene', is positioned above the printed name.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts a Permanent Drainage Easement from the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, as needed for the Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II NFWF Task 6 - Pre-Implementation Activities: Three Mile Creek (Area 3)

SAID document being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

PERMANENT DRAINAGE EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the **BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE**, a public corporation of Alabama, (herein referred to as "Grantor") for and in consideration of the amount of One and No/100 (\$1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "Grantee") by receipt whereof is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, the Grantor does **HEREBY, GIVE, GRANT, BARGIN, SELL AND CONVEY** unto the **CITY OF MOBILE**, its successors and assigns, full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee for the Mobile Bay Shore Habitat Conservation and Acquisition Initiative Phase II NFWF Task 6 - Pre-Implementation Activities: Three Mile Creek (Area 3) over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO

It is understood between the parties that the rights in and to the above-described property which the Grantor is relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the Grantee, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon or thereunder. And for and in consideration of the above, the Grantor hereby releases said City of Mobile from all

consequential damages, present or prospective to the property of the Grantor, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the 12 day of July, 2022.

GRANTOR:
**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,**
a Public Corporation

By Daryl B. Russell

Its: DIRECTOR OF PLANNING & MARKET DEVELOPMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

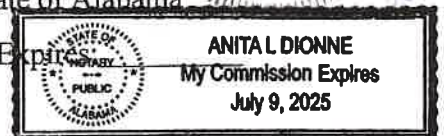
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Daryl B. Russell whose name as Director of Planning & Market Development of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 12 day of July, 2022.

Anita L. Dionne

Notary Public, State of Alabama

My Commission Expires



Grantor:
Board of Water and Sewer Commissioners
of the City of Mobile
207 N. Catherine Street
Mobile, AL 36603

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

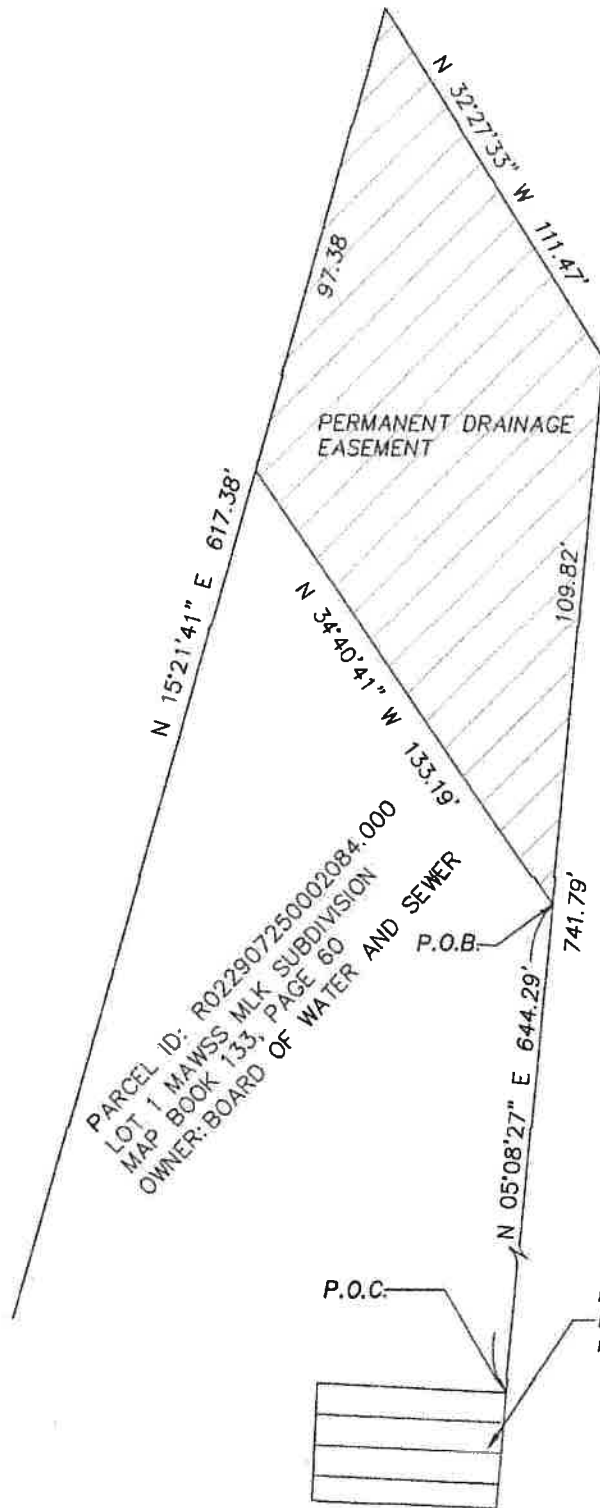
This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

“EXHIBIT A”

Commencing at the Northeast corner of Lot 52, Block 7, Dixie Park Subdivision, as recorded in Map Book 3, Page 273, Probate Court Records, Mobile County, Alabama; run North 05°-08'-27" East and along the East line of Lot 1, MAWSS MLK Subdivision, as recorded in Map Book 133, Page 60, said Probate Court Records, a distance of 644.29 feet to the Point of Beginning of a Permanent Drainage Easement; thence along said Permanent Drainage Easement as follows: North 34°-54'-24" West, 135.04 feet to a point on the West line of said Lot 1; thence North 15°-21'-41" East and along said West line, 97.38 feet; thence South 32°-27'-33" East 111.47 feet to a point on the East line of said Lot 1; thence South 05°-08'-27" West and along said East line, 109.82 feet to the Point of Beginning. Said Easement contains 8,705 Sq. Ft. or 0.2 Acres more or less.

As prepared by ROWE Engineering & Surveying

N



P.O.C.

LOTS 49-50-51-52 BLK 7
DIXIE PARK SUB.
MB.3, PG. 273

REVISIONS:	EXHIBIT B			
	SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
	 ROWE ENGINEERING & SURVEYING CONSULTING ENGINEERS 3502 LAUGHLIN DR. • SUITE B • MOBILE, AL 36683 PHONE 251-966-8768 • FAX 251-966-1040			
DRAWING: Eohn/MAVES	JOB: 61523	PLAT DATE:	SCALE:	SHEET NO.
DRAWN BY: E.H.	JB:	JAN. 3, 2022	N.T.S.	1 OF 1



AGENDA ITEM SUMMARY SHEET

Agenda of:8/23/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	8/18/2022
notice	Cover Memo	8/18/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	8/18/2022 - 12:40 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 23, 2022, a public hearing will be held on September 6, 2022, at 10:30 a.m., to consider adoption of the 2022-2023 General Fund, Capital Improvement Fund and Convention Center Fund budgets for the City of Mobile, Alabama.

The public hearing will be held in the auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. Public comments will be allowed.

Lisa C. Lambert,
City Clerk